

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-889

Agenda No. 10-A

Approved: NOV 29 2017

TITLE:



**A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 66 FOOT LOADING ZONE ON THE SOUTH SIDE OF SECOND STREET, 110 FEET WEST OF WARREN STREET, DAILY, 8:00 A.M. TO 5:00 P.M.**

**Council as a whole**

offered and moved adoption of the following resolution:

**WHEREAS**, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Municipal Engineer for the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

**WHEREAS**, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

**WHEREAS**, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 17.088) be promulgated designating a loading zone at the location described therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 17.088) Second Street, south side, beginning 110 feet west of Warren Street and extending to a point 66 feet westerly, daily, 8:00 a.m. to 5:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection  
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: [Signature]

Director of Traffic & Transportation

APPROVED: [Signature]  
Municipal Engineer

APPROVED: [Signature]  
Business Administrator

AV:pc1  
(10.27.17)

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

**A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 66 FOOT LOADING ZONE ON THE SOUTH SIDE OF SECOND STREET, 110 FEET WEST OF WARREN STREET, DAILY, 8:00 A.M. TO 5:00 P.M.**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Chiesam Shahinian & Giantomasi, PC on behalf of PS First Hudson Urban Renewal	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Designate a 66 foot loading zone on the south side of Second Street, 110 feet west of Warren Street, daily, 8:00 a.m. to 5:00 p.m.

The loading zone will facilitate loading operations at this location. Coincidentally, with the establishment of the loading zone, Zone 4 parking will be designated along the westerly side of Warren Street between Second Street and First Street, resulting in a net gain of two (2) parking stalls in the immediate vicinity of the subject property.

There will be a fee of \$75.00 charged for each u-post and loading zone sign installed paid for by PS First Hudson Urban Renewal.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
Director of Traffic & Transportation

11/24/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

Regulation 17.088

October 27, 2017

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**LOADING ZONE REGULATION  
DESIGNATED**

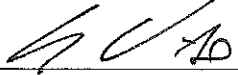
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Second Street – South Side

Beginning at a point approximately 110 feet west of Warren Street and extending to a point 66 feet westerly therefrom.

Time: Daily  
8:00 a.m. to 5:00 p.m.

Division of Engineering, Traffic and Transportation

  
\_\_\_\_\_  
Director of Traffic & Transportation

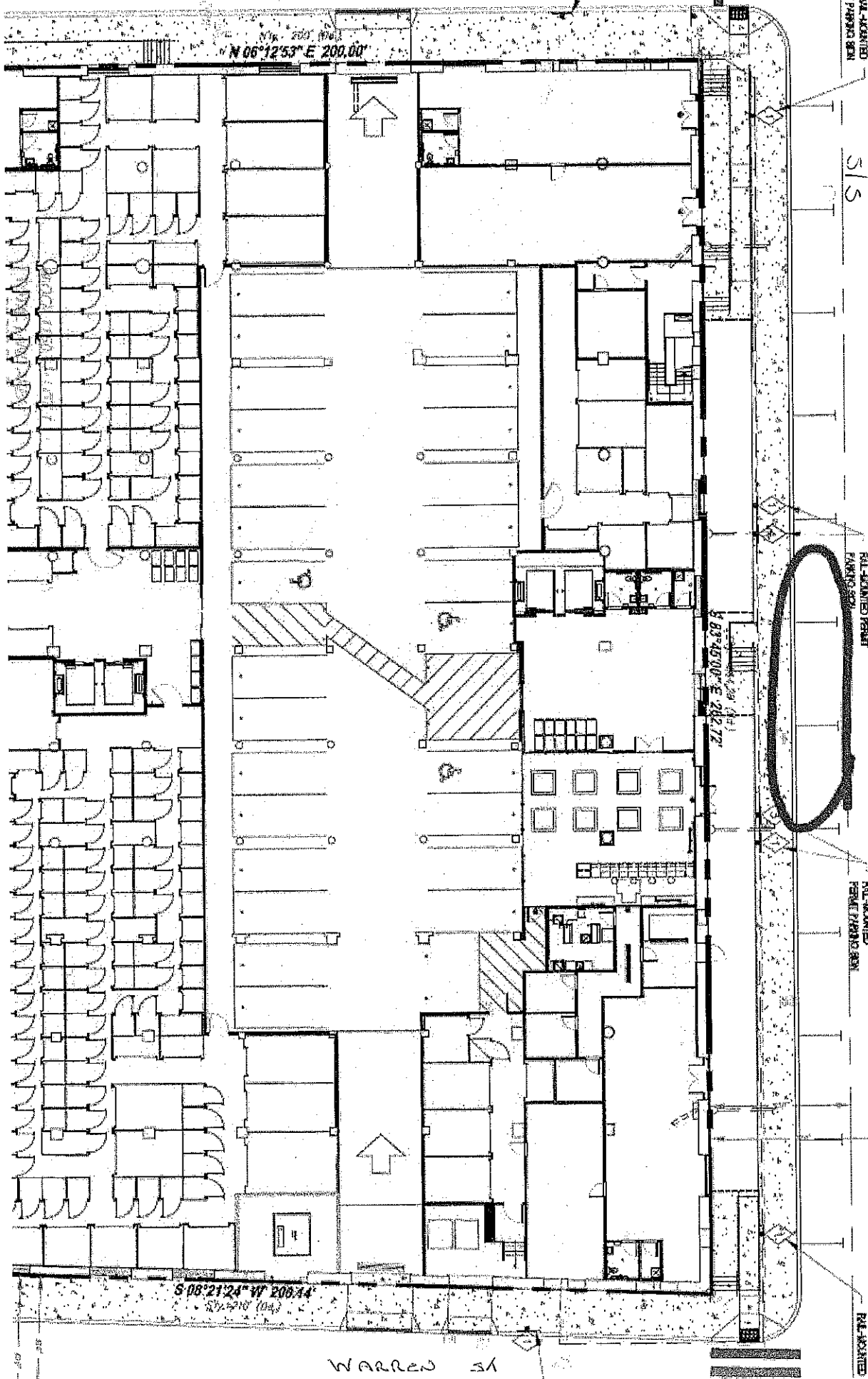
Approved by Municipal Council Resolution:

Date: \_\_\_\_\_

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RAIL JOINTED PERMIT PAVING BEN

RAIL JOINTED PERMIT PAVING BEN

RAIL JOINTED PERMIT PAVING BEN

SECOND STREET

ONE WAY

Reg  
088

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 17-890

Agenda No. \_\_\_\_\_ 10.B

Approved: \_\_\_\_\_ NOV 29 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET BEGINNING 8:00 P.M. FRIDAY, DECEMBER 1, AND ENDING 8:00 P.M. SUNDAY, DECEMBER 3, 2017; BOTH DIRECTIONS OF MONTGOMERY STREET FROM GROVE STREET TO 195 MONTGOMERY STREET BEGINNING 8:00 P.M. AND ENDING 11:59 P.M. FRIDAY, DECEMBER 1, 2017; WESTBOUND ONLY MONTGOMERY STREET BEGINNING 12:00 A.M. AND ENDING 9:00 A.M. SATURDAY, DECEMBER 2, 2017; BOTH DIRECTIONS OF MONTGOMERY STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, DECEMBER 2, 2017; WESTBOUND ONLY MONTGOMERY STREET BEGINNING 8:00 P.M. SATURDAY, DECEMBER 2 AND ENDING 9:00 A.M. SUNDAY, DECEMBER 3, 2017 AND BOTH DIRECTIONS OF MONTGOMERY STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SUNDAY, DECEMBER 3, 2017 FOR THE PURPOSE OF PROJECT: MARKET

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from The Jersey City Project, Inc. to close Grove Street from Montgomery Street to Mercer Street beginning 8:00 p.m. Friday, December 1 and ending 8:00 p.m. Sunday, December 3, 2017; both directions of Montgomery Street from Grove Street to 195 Montgomery Street beginning 8:00 p.m. Friday and ending 11:59 p.m. Friday, December 1, 2017; westbound only Montgomery Street beginning 12:00 a.m. and ending 9:00 a.m. Saturday, December 2, 2017, both directions of Montgomery Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday, December 2, 2017; westbound only Montgomery Street beginning 8:00 p.m. Saturday, December 2 and ending 9:00 a.m. Sunday, December 3, 2017 and both directions of Montgomery Street beginning 9:00 a.m. and ending 8:00 p.m. Sunday, December 3, 2017 for the purpose of Project: Market; and

**WHEREAS**, in accordance with the provisions of Sections 296-71; 296-7; 122-2 and 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71 be waived; and

**WHEREAS**, the request to close both Grove Street and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71 as the event will be held on a week day; more than one block at a time will be closed; the event is sponsored by a non-resident and the streets will be closed more than 24 continuous hours; and

**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71 be waived.

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Grove Street from Montgomery Street to Mercer Street beginning 8:00 p.m. Friday, December 1 and ending 8:00 p.m. Sunday, December 3, 2017; both directions of Montgomery Street from Grove Street to 195 Montgomery Street beginning 8:00 p.m. Friday and ending 11:59 p.m. Friday, December 1, 2017; westbound only Montgomery Street beginning 12:00 a.m. and ending 9:00 a.m. Saturday, December 2, 2017, both directions of Montgomery Street beginning 9:00 a.m. and ending 8:00 p.m. Saturday, December 2, 2017; westbound only on Montgomery Street beginning 8:00 p.m. Saturday, December 2 and ending 9:00 a.m. Sunday, December 3, 2017 and both directions of Montgomery Street beginning 9:00 a.m. and ending 8:00 p.m. Sunday, December 3, 2017.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

AV:pcl  
(11.29.17)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Joanne Monahan  
Assistant Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET BEGINNING 8:00 P.M. FRIDAY, DECEMBER 1, AND ENDING 8:00 P.M. SUNDAY, DECEMBER 3, 2017; BOTH DIRECTIONS OF MONTGOMERY STREET FROM GROVE STREET TO 195 MONTGOMERY STREET BEGINNING 8:00 P.M. AND ENDING 11:59 P.M. FRIDAY, DECEMBER 1, 2017; WESTBOUND ONLY MONTGOMERY STREET BEGINNING 12:00 A.M. AND ENDING 9:00 A.M. SATURDAY, DECEMBER 2, 2017; BOTH DIRECTIONS OF MONTGOMERY STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, DECEMBER 2, 2017; WESTBOUND ONLY MONTGOMERY STREET BEGINNING 8:00 P.M. SATURDAY, DECEMBER 2 AND ENDING 9:00 A.M. SUNDAY, DECEMBER 3, 2017 AND BOTH DIRECTIONS OF MONTGOMERY STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SUNDAY, DECEMBER 3, 2017 FOR THE PURPOSE OF PROJECT: MARKET

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Kristen Scalia on behalf the Jersey City Project, Inc. 182 Harrison Avenue, JCNJ 201.685.7397	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM MONTGOMERY STREET TO MERCER STREET BEGINNING 8:00 P.M. FRIDAY, DECEMBER 1, AND ENDING 8:00 P.M. SUNDAY, DECEMBER 3, 2017; BOTH DIRECTIONS OF MONTGOMERY STREET FROM GROVE STREET TO 195 MONTGOMERY STREET BEGINNING 8:00 P.M. AND ENDING 11:59 P.M. FRIDAY, DECEMBER 1, 2017; WESTBOUND ONLY MONTGOMERY STREET BEGINNING 12:00 A.M. AND ENDING 9:00 A.M. SATURDAY, DECEMBER 2, 2017; BOTH DIRECTIONS OF MONTGOMERY STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, DECEMBER 2, 2017; WESTBOUND ONLY MONTGOMERY STREET BEGINNING 8:00 P.M. SATURDAY, DECEMBER 2 AND ENDING 9:00 A.M. SUNDAY, DECEMBER 3, 2017 AND BOTH DIRECTIONS OF MONTGOMERY STREET BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SUNDAY, DECEMBER 3, 2017

FOR THE PURPOSE OF PROJECT: MARKET

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

11/29/17  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

## RECREATIONAL EVENT STREET CLOSURE

### A & B MAPS

**BLOCK:** Both directions of Grove St from Montgomery St to Mercer St

**BEGINS/ENDS:** 8PM Fri, Dec 1/8PM Sun, Dec 3, 2017

### A MAP

**BLOCK:** Both directions of Montgomery St from Grove St to 195 Montgomery St

**BEGINS/ENDS:** 8PM/11:59PM Fri, Dec 1  
9AM/8PM Sat, Dec 2 & Sun, Dec 3

### B MAP

**BLOCK:** Westbound only Montgomery St from Grove St to 195 Montgomery St

**BEGINS/ENDS:** 12AM/9AM Sat, Dec 2  
8PM Sat, Dec 2/9AM Sun, Dec 3

**PURPOSE OF EVENT:** Project: MARKET

**APPLICANT:** Kristen Scalia

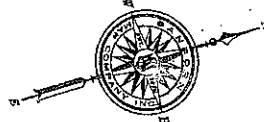
**ORGANIZATION:** The Jersey City Project, Inc.

**ADDRESS:** 182 Harrison Ave, Jersey City NJ

**PHONE #:** 201.685.7397

**BEING WAIVED:** Closed more than 24 continuous hours, day of week, more than 1 block closed @ a time, nonresident

**ENTIRE SHEET**  
**URBAN RENEWAL SITE**



27

GROVE

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(LUIS MUÑOZ) MARIN BLVD.  
(HENDERSON)

CITY HALL  
N.C.

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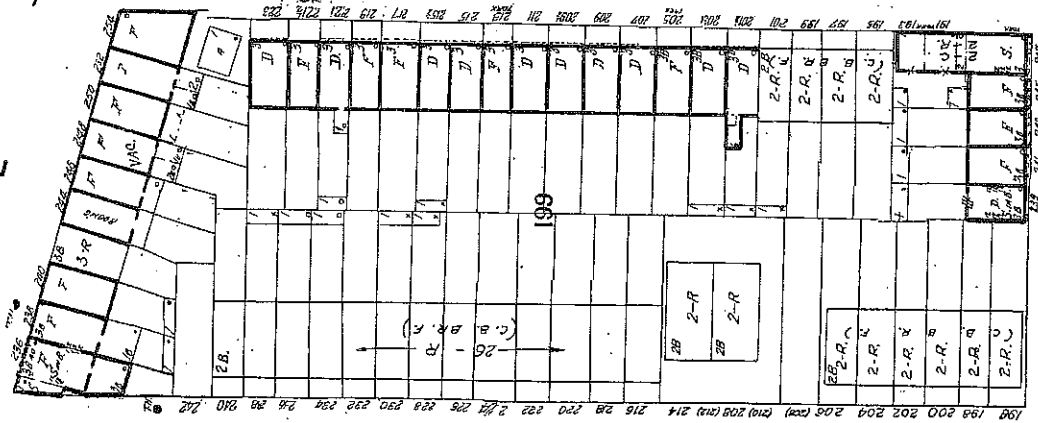
ENTIRE SHEET  
URBAN RENEWAL SITE



GROVE

ST.

27



28

ST.

ST.

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23

20

MERCER

CITY HALL  
N.C.

PARKING

LUIS MUÑOZ MARIN BLVD.  
(HENDERSON)

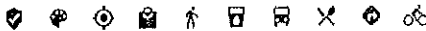
100'



Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY  
**SPECIAL EVENT APPLICATION**  
Signature Page - Multiple Districts



Christine Goodman  
Director

DS  
LREP

PROJECT MARKET 2017

DEC 2ND + 3RD

**EVENT NAME:** PROJECT MARKET 2017 **EVENT DATE:** DEC 2ND + 3RD

**EVENT LOCATION:** CITY HALL PLAZA + SURROUNDING STREETS

## OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: *Cultural Affairs Event Planner*  
C2E33AE6284247B 10/17/2017

## JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: *Captain Nicholas Scrobo*  
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: E10020E1E8F8455 Date: 10/4/2017

## JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

## JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

## JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

## JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Chief: *Dputy Chief Joseph Connors*  
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: E1008995C2C8457 Date: 10/5/2017

## JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged ☐ Date: 10/18/2017 Signature of Off Duty Coordinator: *Thomas Mahoney*  
E1783DA55CF45C

## JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame ☒ Additional Permits Required Signature of Fire Official: *Dennis Miller*  
☐ NOT Approved ☒ Fire Inspector Required Comments: *OPEN FIRE* Date: 10/16/2017

## JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: *Bill O'Donnell*  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: *PERMIT* Date: 10/17/2017

## JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: *Monte Zucker*  
☐ Not Applicable ☐ Need Completed Signature Page Comments: AF107F1CEA7191 Date: 10/17/2017

## JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: *Dr. Shatrughan Bastola*  
☐ Food will be Sold ☐ Health Inspector Required Comments: E1E13C055C5C5C Date: 10/19/2017

## JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: \_\_\_\_\_  
☐ Stage: NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

## JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved ☐ Requiring additional form Signature of Director's Office: *Patrick Stanato*  
☐ NOT Approved ☐ Additional fee will apply Comments: E5EADA113E1E1E Date: 10/20/2017

## JERSEY CITY DIVISION OF RISK MANAGEMENT

☒ COI Is Approved ☐ Waiver request Is Approved Signature of Risk Manager: *Matthew Hogan*  
☐ COI Is NOT Approved ☐ Waiver request Is NOT Approved Comments: E8495D389272401 Date: 10/25/2017

## JERSEY CITY DIVISION OF COMMERCE

☒ Approved ☐ Date: 10/27/2017 Signature of Division of Commerce Director: *Maynard Woodson*  
F6929A6B05334CA



Steven M. Fulop  
Mayor

# CITY OF JERSEY CITY

## OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215  
Jersey City, NJ 07302  
(201)547-6921 culturalaffairs@jcnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY

## SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Christine Goodman  
Director



PROJECT MARKET 2017

DEC 2ND + 3RD

**EVENT NAME:** PROJECT MARKET 2017 **EVENT DATE:** DEC 2ND + 3RD

**EVENT LOCATION:** CITY HALL PLAZA + SURROUNDING STREETS

### OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner  
Date: 10/17/2017

### JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: Captain Nicholas Scarbo  
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: E1002DE7EDF6485 Date: 10/4/2017

### JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: \_\_\_\_\_  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Chief: Deputy Chief Joseph Connors  
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: E1002DE7EDF6485 Date: 10/5/2017

### JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged ☐ Date: 10/18/2017 Signature of Off Duty Coordinator: Thomas Mahoney

### JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame ☒ Additional Permits Required Signature of Fire Official: Dennis Maher  
☐ NOT Approved ☒ Fire Inspector Required Comments: C052F43B041B3C1 Date: 10/16/2017

### JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell  
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: E1002DE7EDF6485 Date: 10/17/2017

### JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: Monty Butler  
☐ Not Applicable ☐ Need Completed Signature Page Comments: AF1B7F10EA13104 Date: 10/17/2017

### JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☒ Vendor List Required Signature of Health Officer: Dr. Shatrughan Bastola  
☒ Food will be Sold ☐ Health Inspector Required Comments: E1002DE7EDF6485 Date: 10/19/2017

### JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: \_\_\_\_\_  
☐ Stage: NOT Approved Comments: \_\_\_\_\_ Date: \_\_\_\_\_

### JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved ☐ Requiring additional form Signature of Director's Office: Patrick Stamato  
☐ NOT Approved ☐ Additional fee will apply Comments: E6AADA313EE30A Date: 10/20/2017

### JERSEY CITY DIVISION OF RISK MANAGEMENT

☒ COI Is Approved ☐ Waiver request Is Approved Signature of Risk Manager: Matthew Hogan  
☐ COI Is NOT Approved ☐ Waiver request is NOT Approved Comments: E6A60D380222C04 Date: 10/25/2017

### JERSEY CITY DIVISION OF COMMERCE

☒ Approved ☐ Date: 10/27/2017 Signature of Division of Commerce Director: Maynard Woodson

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-891

Agenda No. 10.C

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 31 CLENDENNY AVENUE, A/K/A BLOCK 19401, LOT 10, F/K/A BLOCK 1796, LOT 93

**COUNCIL**

**offered and moved adoption of the following resolution:**

**WHEREAS**, on August 29, 2001, Paul and Kamini Kaulessar (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 8336 at Page 055 of the Register of Deeds for Hudson County on October 1, 2001; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 31 Clendenny Avenue, Jersey City, also known as Block 19401, Lot 10, f/k/a Block 1796, Lot 93; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$14,100.00 affecting 31 Clendenny Avenue, Jersey City, also known as Block 19401, Lot 10, f/k/a Block 1796, Lot 93.

JML/he  
11/17/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_ Corporation Counsel

Certification Required ☐

Not Required ☒

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution:**

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 31 Clendenny Avenue, Jersey City, NJ 07304**

**Initiator**

<b>Department/Division:</b>	<b>HEDC</b>	<b>Community Development</b>
<b>Name/Title:</b>	<b>Bill Lenahan</b> <i>BL</i>	<b>Program Monitor/Grant Analyst</b>
<b>Phone/Email:</b>	<b>201-547-4728</b>	<b>BLenahan@jcnj.org</b>

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 31 Clendenny Avenue, Jersey City, NJ 07304

Block: 1796 Lot: 93

HORP/SHRP Mortgage Amount:           

Execution Date of HORP/SHRP Mortgage: 08/29/2001

Recording Date of HORP/SHRP Mortgage: 10/01/2001 Book: 8336 Page: 055

**Basis for Discharge of Mortgage:**

  X   Maturity of HORP/SHRP Mortgage: 08/29/2006  
Maturity Date

       Satisfaction of HORP/SHRP Mortgage:                                                                    
Payoff Amount Date Payoff Received

**I certify that all the facts presented herein are accurate.**

  
Signature of Department Director

11/13/2017  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-892  
Agenda No. 10.D  
Approved: NOV 29 2017  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 67 CORBIN AVENUE, A/K/A BLOCK 10501, LOT 18, F/K/A BLOCK 1852, LOT B

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, on December 29, 2009, Shamal and Kalyani Nandi (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$25,700.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 17485 at Page 308 of the Register of Deeds for Hudson County on March 17, 2010; and

**WHEREAS**, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 67 Corbin Avenue, Jersey City, also known as Block 10501, Lot 18, f/k/a Block 1852, Lot B; and

**WHEREAS**, according to the Division of Community Development, the Borrowers have paid the City the sum of \$6,425.00, which is the outstanding loan amount, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$25,700.00 affecting 67 Corbin Avenue, Jersey City, also known as Block 10501, Lot 18, f/k/a Block 1852, Lot B.

JML/he  
11/17/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution:**

**Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 67 Corbin Avenue, Jersey City, NJ 07306**

**Initiator**

<b>Department/Division:</b>	<b>HEDC</b>	<b>Community Development</b>
<b>Name/Title:</b>	<b>Bill Lenahan</b> <i>BL</i>	Program Monitor/Grant Analyst
<b>Phone/Email:</b>	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

**Discharge of HORP/SHRP Mortgage affecting real property located at:**

Property Address: 67 Corbin Avenue, Jersey City, NJ 07306

Block: 1852 Lot: B

HORP/SHRP Mortgage Amount: \$25,700.00

Execution Date of HORP/SHRP Mortgage: 3/17/2010

Recording Date of HORP/SHRP Mortgage: 12/29/2009 Book: 17485 Page: 308

**Basis for Discharge of Mortgage:**

       Maturity of HORP/SHRP Mortgage: \_\_\_\_\_  
Maturity Date

  X   Satisfaction of HORP/SHRP Mortgage: \$6,425.00 10/31/201  
Payoff Amount Date Payoff Received

**I certify that all the facts presented herein are accurate.**

  
Signature of Department Director

11/13/2017  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-893

Agenda No. 10.E

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 77 VAN NOSTRAND AVENUE, A/K/A BLOCK 26501, LOT 24, F/K/A BLOCK 1347, LOT 11.99

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, on September 28, 2007, Ann Hope (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$14,100.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 16412 at Page 00233 of the Register of Deeds for Hudson County on October 30, 2007; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 77 Van Nostrand Avenue, Jersey City, also known as Block 26501, Lot 24, f/k/a Block 1347, Lot 11.99; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$14,100.00 affecting 77 Van Nostrand Avenue, Jersey City, also known as Block 26501, Lot 24, f/k/a Block 1347, Lot 11.99.

JML/he  
11/17/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator  
Ass.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Joan M. Monahan  
Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando V. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 77 Van Nostrand Avenue, Jersey City, NJ 07305

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 77 Van Nostrand Avenue, Jersey City, NJ 07305

Block: 1347 Lot: 11.99

HORP/SHRP Mortgage Amount: \$14,100.00

Execution Date of HORP/SHRP Mortgage: September 28, 2007

Recording Date of HORP/SHRP Mortgage: October 30, 2007 Book: 16412 Page: 00233

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: September 28, 2012  
Maturity Date

       Satisfaction of HORP/SHRP Mortgage:                                            
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/13/2017  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-894

Agenda No. 10.F

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 292 WEBSTER AVENUE, A/K/A BLOCK 2303, LOT 3, F/K/A BLOCK 785, LOT 62

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, on August 13, 2001, May Scarpa (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 8336 at Page 073 of the Register of Deeds for Hudson County on October 1, 2001; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 292 Webster Avenue, Jersey City, also known as Block 2303, Lot 3, f/k/a Block 785, Lot 62; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 292 Webster Avenue, Jersey City, also known as Block 2303, Lot 3, f/k/a Block 785, Lot 62.

JML/he  
11/17/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 292 Webster Avenue, Jersey City, NJ 07307

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 292 Webster Avenue, Jersey City, NJ 07307

Block: 785 Lot: 62

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: 08/13/2001

Recording Date of HORP/SHRP Mortgage: 10/01/2001 Book: 8336 Page: 073

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: 08/13/2006  
Maturity Date

Satisfaction of HORP/SHRP Mortgage: \_\_\_\_\_  
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/13/2017  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-895  
Agenda No. 10.6  
Approved: NOV 29 2017  
TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 91 WOODLAWN AVENUE, A/K/A BLOCK 25802, LOT 9, F/K/A BLOCK 1341, LOT 12

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, on June 8, 1999, Alma Small (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

**WHEREAS** the Second Mortgage was recorded in Book 7059 at Page 100 of the Register of Deeds for Hudson County on June 29, 1999; and

**WHEREAS**, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the mortgage affects property known as 91 Woodlawn Avenue, Jersey City, also known as Block 25802, Lot 9, f/k/a Block 1341, Lot 12; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 91 Woodlawn Avenue, Jersey City, also known as Block 25802, Lot 9, f/k/a Block 1341, Lot 12.

JML/he  
11/17/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator  
ASST

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution:**

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 91 Woodlawn Avenue, Jersey City, NJ 07305

**Initiator**

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan <i>BL</i>	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 91 Woodlawn Avenue, Jersey City, NJ 07305

Block: 1341 Lot: 12

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: June 8, 1999

Recording Date of HORP/SHRP Mortgage: June 29, 1999 Book: 7059 Page: 100

**Basis for Discharge of Mortgage:**

X Maturity of HORP/SHRP Mortgage: June 8, 2004  
Maturity Date

         Satisfaction of HORP/SHRP Mortgage:                                                    
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/13/2017  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 17-896

Agenda No. 10 - H

Approved: NOV 29 2017

TITLE:

## A RESOLUTION HONORING JOHN E. NAGEL FOR 40 YEARS OF TRACK & FIELD AND CROSS-COUNTRY COACHING AT SAINT DOMINIC ACADEMY



**COUNCIL AS A WHOLE** Offered and Moved Adoption the Following Resolution:

**WHEREAS, John E. Nagel** is a resident of Jersey City, NJ and earned undergraduate and graduate degrees at Saint Peter's College in 1981 and 1988, respectively; and

**WHEREAS, starting in 1978, John E. Nagel** began coaching Track & Field and Cross Country teams at Saint Dominic Academy, eventually working his way up to Athletic Director in 1991; and

**WHEREAS, in his 40 years as a coach at Saint Dominic Academy, John E. Nagel** has led the team to a multitude of titles, awards, and championships, including 105 Jersey City titles, 50 Hudson County titles, and 80 HCIAA titles; and

**WHEREAS, because of his outstanding career as a coach, John E. Nagel** was inducted into the Hudson County All Sports Hall of Fame in 1997; the Hudson County Track Coaches Association in 1999; the New Jersey State Coaches Hall of Fame in 2000; and the Saint Peter's College Hall of Fame in 2003; and,

**WHEREAS, John E. Nagel** and the athletes he coaches have travelled to 20 states to compete in track meets, winning medals in the Penn Relays and the Meet of Champions; and,

**WHEREAS, athletes who were coached in Jersey City by John E. Nagel** have gone on to compete at the college level, winning medals at 7 of the 8 Ivy League Universities and numerous other institutions of higher learning all over the United States;

**NOW, THEREFORE, BE IT RESOLVED** that the Members of the Jersey City Municipal Council hereby recognize and honor **John E. Nagel** for his decades of coaching Jersey City students, and for the accomplishments of the individuals and teams he has had the opportunity to mentor over the years.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

*Joanne Mondahan*  
Assistant Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-897

Agenda No. 10.1

Approved: NOV 29 2017



TITLE: **A RESOLUTION HONORING DR. CONSTANCIA S. UY ON THE OCCASION OF HER RETIREMENT**

**COUNCIL AS A WHOLE** offered and moved for the adoption of the following resolution:

**WHEREAS, Dr. Constancia "Connie" S. Uy** began her lifelong journey in the medical profession as a student at the University of the Philippines, where she became a Bachelor of Science in Medicine in 1964 and a Doctor of Science in Medicine in 1976; and,

**WHEREAS,** upon her graduation from medical school in the Philippines, **Dr. Connie Uy** came to the United States to complete her pediatric residency at Martland Hospital in Newark, New Jersey, and is now a Fellow of the American Academy of Pediatrics and is one of only eleven board certified pediatric nephrologists in the state of New Jersey; and,

**WHEREAS,** in 1972, **Dr. Connie Uy** became an instructor at Rutgers Medical School, and has continued teaching in the Pediatric Department, ultimately attaining the position of Vice-Chair of Clinical Affairs, a title she has held since 2013 and,

**WHEREAS, Dr. Connie Uy** is the recipient of 11 Golden Apple Awards since 1996 for her excellence in teaching, and received the Excellence in Teaching Award from the University of Medicine and Dentistry of New Jersey Foundation in 1982 and was named a UMDNJ Master Educator in 2011. Students describe her as a "dynamic teacher who makes learning complicated material fun and comprehensible, a great mentor who demands a lot, but the dividends are enormous;" and,

**WHEREAS,** in addition to her duties and responsibilities as a university faculty member, **Dr. Connie Uy** is involved many in professional organizations, including the Philippine Pediatric Society in America (PPSA), the Nephrology Society of New Jersey, the NJ Medical Women's Association, the American Medical Women's Association, the Federation of Philippine Societies in New Jersey, and the Philippine American Medical Society in New Jersey; and,

**WHEREAS, Dr. Connie Uy** is the recipient of multiple prestigious awards, including the Presidential Award for Filipino Individuals and Organizations Overseas, the Woman of Achievement Award from the New Jersey Federation of Women's Clubs and Douglass College, the National Medical Award for Nephrology by the National Kidney Foundation, the March of Dimes Community Service Award, the Most Distinguished Alumnus Award from the UP Medical Alumni Society (UPMAS), and the Lifetime Achievement Award from UPMAS; and,

**WHEREAS, Dr. Connie Uy** has strong ties to Jersey City and its Filipino community, having served as President of Philippine American Friendship Committee (PAFCOM).

**NOW, THEREFORE, BE IT RESOLVED** that the members of the Jersey City Municipal Council are proud to thank and honor **Dr. Connie Uy** for her many years of service to patients and students, and wish her a long and happy retirement.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Deputy Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-898

Agenda No. 10.J

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT KRISTEN GUBITOSI V. CITY OF JERSEY CITY, ET AL.

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, Kristen Gubitosi, ("Plaintiff") filed a lawsuit in the Hudson County Superior Court bearing Docket No.: HUD-L-3859-15 after being struck by a police vehicle while crossing within the pedestrian crosswalk; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$25,000.00 because of the litigation risk involved; and

**WHEREAS**, the plaintiff agreed to this settlement and have signed all required releases and dismissed the lawsuit with prejudice; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$25,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$25,000.00 payable to plaintiff.

IW/cw

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT KRISTEN GUBITOSI V. CITY OF JERSEY CITY, ET AL.**

**Initiator**

Department/Division	Law Department	
Name/Title	Itza Wilson, Asst. Corporation Counsel	
Phone/email	(201) 547-5444	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

On August 14, 2014, Ms. Kristen Gubitosi was a pedestrian crossing at the crosswalk on Secaucus Road when she was struck by the police vehicle driven by defendant Police Officer Paul J. Tamburelli. Plaintiff sustained injuries to her neck, back and nerve damage. On September 17, 2015, Plaintiff filed suit against Police Officer Tamburelli and the City of Jersey City. The Corporation Counsel requests authorization to settle this lawsuit in the amount of \$25,000.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-899  
Agenda No. 10.K  
Approved: NOV 29 2017  
TITLE:



## RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2016-0473 SOLD TO PAT CARABELLESE

### COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City sold a tax sale certificate on 45 RIVER DR.SOUTH, Block 7302.02 Lot 4, qualifier C1010 Certificate # 2016-0473 on December 15, 2016 to **PAT CARABELLESE** ; and

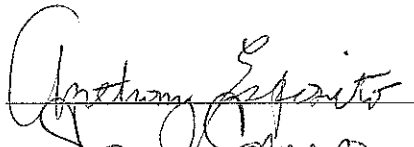
**WHEREAS**, **PAT CARABELLESE** the third party lien holder for certificate 2016-0473 lost the original certificate issued on December 15, 2016; and

**WHEREAS**, tax sale certificate was redeemed on September 19, 2017; and

**WHEREAS**, the Tax Collector would like to issue a duplicate tax sale certificate to **PAT CARABELLESE** under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **PAT CARABELLESE** be given a duplicate tax sale certificate.

APPROVED:

  
Business Administrator  
AST.

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☒


APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE#  
2016-0473 SOLD TO PAT CARABELLESE

**Initiator**

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To issue redemption funds to third party lien holder.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

**AFFIDAVIT OF LOST OR DESTROYED TAX SALE CERTIFICATE**

**MUNICIPALITY: JERSEY CITY  
NAME : LIU CHRIS  
ADDRESS: 45 RIVER DR S  
TAX SALE CERTIFICATE NO: 16-473  
CERTIFICATE AMOUNT: \$3924.45  
BK: 07302.02-4C10  
DATE OF SALE: 12/16/2016**

**RECORDED IN BOOK-**

**PAGE -**

**RECORDING DATE**

**I HEREBY CERTIFY THAT PAT CARABELLESE/PAM INVESTORS IS THE  
RIGHTFUL OWNER OF THE ABOVE CERTIFICATES BY VIRTUE OF THE  
ABOVE RECORDINGS IN THE HUDSON COUNTY PUBLIC RECORDS.**

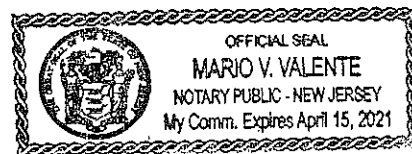
**I FURTHER CERTIFY THAT I DID NOT ASSIGN THE CERTIFICATES OR  
RECEIVED ANY MONEY FOR THE CERTIFICATES.**

  
\_\_\_\_\_  
**PATRICK CARABELLESE**

**THE ABOVE PERSON APPEARED BEFORE ME  
ON 11/6/2017**

  
\_\_\_\_\_

**MARIO VALENTE**



## CITY OF JERSEY CITY

280 GROVE ST.

ROOM# 101

JERSEY CITY, NJ 07302

9/6/2017 12:57:52 PM

## OUTSIDE LIEN REDEMPTION STATEMENT

Lien Holder: PAT CARABELLESE  
127 SO WASHINGTON AVENUE  
BERGENFIELD NJ

07621

Owner: LIU, ROSE K.Y. & CHRISTOPHER  
905-28 EMPRESS AVENUE  
TORONTO ON, CAN. M2N6Z7

00001

Property Location: 45 RIVER DR. SOUTH

Account #: 460758 Certificate #: 2016-0473

Block: 07302.02 Lot: 00004

Qual: C1010

Premium: 5,000.00 Bid Percent: .0000 Date of Sale: 12/15/2016 Redemption Date: 09/28/2017

## CERTIFICATE AMOUNT

Principal:	3,782.38	Tax Sale Interest:	65.12	Cost of Sale:	76.95	Certificate Amount:	3,924.45
							.00
There is no interest on Certificate							

## ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
TAXES BILL	2016	3	12/15/2016	12.44	.00	12.44
LIEN COST OF SALE BILL	2016	4	12/15/2016	76.95	.00	76.95
LIEN TAX SALE INT BILL	2016	4	12/15/2016	65.12	.00	65.12
TAXES BILL	2016	4	12/15/2016	178.20	.00	178.20
AB-JAMES MONROE BILL	2016	4	12/15/2016	3,591.74	.00	3,591.74
	2016	4	12/15/2016	3,924.45	.00	3,924.45
Subtotals :						

## REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

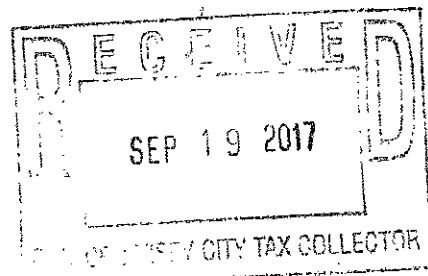
Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT PENALTY BILL	2017	3	09/28/2017	78.49	.00	78.49
RECORDING FEE BILL	2017	3	12/15/2016	43.00	.00	43.00
SEARCH FEE BILL	2017	3	12/15/2016	12.00	.00	12.00
TAXES BILL	2017	1	03/17/2017	177.27	16.93	194.20
TAXES BILL	2017	2	05/16/2017	201.51	13.30	214.81
AB-JAMES MONROE BILL	2017	2	05/16/2017	3,591.74	237.05	3,828.79
				4,104.01	267.28	4,371.29
Subtotals :				8,028.46	267.28	8,295.74

Redemption Good Thru: 09/28/2017 Total Redemption Amount:

\*\* The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges \*\*

Please Make All Checks Payable To The Tax Collector  
 \*\* Payment Must Be Made By Certified Check Or Money Order Only \*\*  
 \*\* Remit Payments To The Above Address -- Attn: Sylvia Ullrich \*\*

07302-23C1010



$\mathbb{R}^n$  is a vector space over  $\mathbb{R}$  with the usual addition and scalar multiplication. The norm  $\|\cdot\|$  is defined by  $\|x\| = \sqrt{x_1^2 + \dots + x_n^2}$ . The inner product  $\langle \cdot, \cdot \rangle$  is defined by  $\langle x, y \rangle = x_1 y_1 + \dots + x_n y_n$ . The orthogonal group  $O(n)$  is the group of all linear transformations of  $\mathbb{R}^n$  that preserve the inner product. The special orthogonal group  $SO(n)$  is the subgroup of  $O(n)$  consisting of all rotations. The Lie algebra  $\mathfrak{so}(n)$  of  $SO(n)$  is the space of all skew-symmetric  $n \times n$  matrices. The adjoint representation  $\text{Ad}: SO(n) \rightarrow \text{GL}(\mathfrak{so}(n))$  is defined by  $\text{Ad}_g(X) = gXg^{-1}$ . The Killing form  $B(X, Y) = 2n \text{tr}(XY)$  is a symmetric bilinear form on  $\mathfrak{so}(n)$ . The Cartan-Killing classification of simple Lie algebras shows that  $\mathfrak{so}(n)$  is a simple Lie algebra for  $n \geq 3$ . The root system of  $\mathfrak{so}(n)$  is of type  $B_n$  for  $n$  odd and  $D_n$  for  $n$  even. The Dynkin diagram of  $\mathfrak{so}(n)$  is a path of  $n$  nodes with a double arrow pointing towards the last node if  $n$  is odd. The Weyl group of  $\mathfrak{so}(n)$  is the hyperoctahedral group  $B_n$ . The fundamental weights  $\lambda_1, \dots, \lambda_n$  are defined by  $\lambda_i = \frac{1}{2}(\epsilon_1 + \dots + \epsilon_i)$  for  $i = 1, \dots, n$ , where  $\epsilon_i$  are the standard basis vectors of  $\mathbb{R}^n$ . The dominant weights are those of the form  $\lambda_1 \epsilon_1 + \dots + \lambda_n \epsilon_n$  with  $\lambda_i \geq 0$ . The irreducible representations of  $\mathfrak{so}(n)$  are classified by their highest weights. The representation theory of  $\mathfrak{so}(n)$  is closely related to the representation theory of the corresponding classical groups.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-900  
Agenda No. 10. L  
Approved: \_\_\_\_\_  
TITLE:



## RESOLUTION APPOINTING KELLEY COSTIGAN CUSTODIAN OF THE PETTY CASH FUND FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, N.J.S.A. 40A:5-21 permits Municipalities to establish petty cash funds and appoint a custodian of such funds; and

**WHEREAS**, Kelley Costigan has been approved as custodian of the Public Safety/Division of Fire's petty cash funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that Kelley Costigan is hereby appointed custodian of the petty cash fund for the Law Department. This petty cash fund has been established in accordance with the rules and regulations of the Director of Local Government Services and shall not exceed the sum of two hundred dollars (\$200).

APPROVED: *Jaime Palk*  
APPROVED: \_\_\_\_\_  
Business Adm

APPROVED AS TO LEGAL FORM

Corporation Counsel

☐

☐

APPROVED

REC			
COUNCILPERSON	AYE	NAY	N.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

# WITHDRAWN

AGE 11-29-17			
COUNCILPERSON	AYE	NAY	N.V.
PERA			
ATTERMAN			
VARRO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Mui

J.

## RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**RESOLUTION APPOINTING KELLEY COSTIGAN CUSTODIAN OF THE PETTY CASH FUND  
FOR THE DEPARTMENT OF PUBLIC SAFETY/DIVISION OF FIRE**

### Initiator

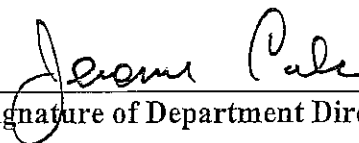
Department/Division	Public Safety	Division of Fire
Name/Title	Jerome Cala	Assistant Director
Phone/email	201-547-4239	jcala@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Resolution Purpose

To appoint Kelley Costigan as custodian of petty cash for the Division of Fire.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/15/17  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 17-901

Agenda No. \_\_\_\_\_ 10.M

Approved: \_\_\_\_\_ NOV 29 2017

TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM 14<sup>th</sup> STREET GARDEN CENTER

**COUNCIL AS WHOLE**  
**Resolution:**

**Offered and moved adoption of the following**

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

**WHEREAS**, 14<sup>th</sup> Street Garden Center desired to donate fifty, 5 gallon empty pots to be given to the seniors for their senior garden held at Maureen Collier on November 8th, 2017, with total value at fifty dollars (\$50); and

**WHEREAS**, the City of Jersey City is desirous of accepting this gift.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The acceptance of a donation valued at fifty dollars (\$50) to be used to provide garden pots to the Seniors at the Maureen Collier Senior Center, which is under the Department of Health & Human Services; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks 14<sup>th</sup> Street Garden Center for their generosity.

BD  
11/17/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☒

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-29-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GIFT FROM 14<sup>th</sup> STREET GARDEN CENTER WITH A TOTAL VALUE OF \$50 GIVEN TO OUR SENIORS AT THE MAUREEN COLLIER SENIOR CENTER.

**Initiator**

Department/Division	HHD	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

This resolution authorizes acceptance of fifty 5 gallon empty pots donated by 14<sup>th</sup> Street Garden Center, a small Jersey City business, to the seniors at Maureen Collier Senior Center for their senior garden on November 8th, 2017.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-902

Agenda No. 10.N

Approved: NOV 29 2017

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MARTURANO RECREATION COMPANY, INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF PLANTERS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

**WHEREAS**, the Department of Public Works, Division of Engineering, Traffic and Transportation wishes to purchase planters from Marturano Recreation Company Inc., P.O. Box 106, Spring Lake, New Jersey 07762 which is the holder of contract #65MCESCCPS, Bid ESCNJ 17/18-20; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Marturano Recreation Company Inc's. proposal to purchase, deliver, and install planters is accepted and a contract in the amount of \$71,190.00 is awarded to Marturano Recreation Company, Inc.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

Continuation of Resolution Res. 17-902  
City Clerk File No. 10-N  
Agenda No. NOV 29 2017  
TITLE: NOV 29 2017

Pg. # 2

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MARTURANO RECREATION COMPANY, INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF PLANTERS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

<u>Capital Account</u>	<u>P.O. #</u>	<u>Total Contract</u>
04-215-55-880-990	126913	\$71,190.00

Approved by: Peter Folgado, Director of Purchasing,  
OPA, RPPO

Date 11/15/17

PF/pv/RR  
11/13/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

## RESOLUTION FACT SHEET - CONTRACT AWARD

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### **Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO MARTURANO RECREATION COMPANY, INC. FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF PLANTERS FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION THROUGH THE EDUCATION SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL SERVICES COMMISSION (MRESC),.

### **Project Manager**

<b>Department/Division</b>	Department of Administration	Engineering, Traffic & Transportation
<b>Name/Title</b>	Jose R. Cunha, P.E., C.M.E	Municipal Engineer
<b>Phone/email</b>	201-547-4411	dbanghart@icnj.org & Jcunha@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

Purchase, delivery and installation of planters

### **Cost (Identify all sources and amounts)**

City Capital	Base contract	PO 126913	\$71,190.00
	<b>TOTAL</b>		<b>\$71,190.00</b>

### **Contract term (Include all proposed renewals)**

150 Calendar Days after issuance of Notice to Proceed

Type of award..... Coop- Resolution  
If "Other Exception", enter type..... N/A

### **Additional Information**

I certify that all the facts presented herein are accurate.

Robert J. Kakolessi  
Business Administrator

Date

Peter Folgado  
Director of Purchasing, RFPO, QPA

Date

11/15/17

# Newark Avenue Streetscape -

R - 0181188 -

Amnt - \$71,190 -

MRC, Inc.

Accounts Inquiry Data

File Help Print F10:Print

\*\*\* Budget Account \*\*\*

GENERAL CAPITAL	00
210 IMPROVEMENT AUTHORIZ	2,290,000.00
50 OTHER LIABILITIES	2,290,000.00
000 NEWARK AVE STREETSCAPE	1,773,559.74
800 FUNDED	00
200 ADMINISTRATION DEPT	00
2017 11	624,300.27

New Acct. Previous < Next

Double-Click On An Item Below To View All Details of Corresponding Transactions

GL	Pen	Date	GL	Vendor Name	Invoice	Description	Debit Amount	Credit Amount
----	-----	------	----	-------------	---------	-------------	--------------	---------------

Print Account View Open Enq View Lgl Linc

Windows Taskbar: 11/3/2017 3:04 PM

Klaus

Friday, Nov-03, 2017 03:04 PM

## Vendor Contact Information

<b>Bid</b>	<b>Playground Equipment, Site Furnishings, Outdoor Circuit Training Equipment, and Related Products– Bid #ESCNJ 17/18-20</b>
<b>Vendor</b>	Ben Shaffer Recreation Inc.
<b>Representative</b>	Patty Tumminello - President
<b>Address</b>	PO Box 844, Lake Hopatcong NJ 0784
<b>Telephone #</b>	973-663-2021 Cell: 973-598-5685
<b>Fax #</b>	(973) 663-4615
<b>Email</b>	<a href="mailto:patty@benshaffer.com">patty@benshaffer.com</a>
<b>Website</b>	<a href="http://www.benshaffer.com">www.benshaffer.com</a>
<b>Approved Installer</b>	Corby Associates, Inc.

<b>Bid</b>	<b>Playground Equipment, Site Furnishings, Outdoor Circuit Training Equipment, and Related Products– Bid #ESCNJ 17/18-20</b>
<b>Vendor</b>	Core Elements Gym
<b>Representative</b>	Esther Holland
<b>Address</b>	492-C Cedar Lane, Suite 216, Teaneck, NJ 07666
<b>Telephone #</b>	646-408-7486
<b>Fax #</b>	877-635-8052
<b>Email</b>	<a href="mailto:esther@coreelements-gym.com">esther@coreelements-gym.com</a>
<b>Website</b>	<a href="http://www.coreelements-gym.com">www.coreelements-gym.com</a>
<b>Approved Installers</b>	None awarded – purchase only

<b>Bid</b>	<b>Playground Equipment, Site Furnishings, Outdoor Circuit Training Equipment, and Related Products– Bid #ESCNJ 17/18-20</b>
<b>Vendor</b>	Marturano Recreation Company, Inc.
<b>Representative</b>	Megan Kerr
<b>Address</b>	P O Box 106, Spring lake, New Jersey 07762
<b>Telephone #</b>	800-922-0070
<b>Fax #</b>	(732) 974-0226
<b>Email</b>	<a href="mailto:contracts@mrcrec.com">contracts@mrcrec.com</a>
<b>Website</b>	<a href="http://www.mrcrec.com">www.mrcrec.com</a>
<b>Approved Installers</b>	Picerno-Giordana Construction, LLC and Whirl Corporation, Inc.



C/O MRC  
PO Box 106  
Spring Lake, NJ 07762  
Ph: 732-458-1111  
Fx: 732-974-0226  
Email: MRC@GAMETIME.COM  
Web: www.mrcrc.com

QUOTE  
#135364

09/26/2017

### NJ Jersey City - CFI Modern Planters

Jersey City, City of  
Attn: Drew Banghart  
575 Route 440  
Jersey City, NJ 07305  
Phone: 201-547-5965 (Direct line)  
dbanghart@jcnj.org

Project #: P85793  
Ship To Zip: 07302

Quantity	Part #	Description	Unit Price	Amount
10	PLANTER	Custom Fab - 5' x 10' x 3'H 1/8" thick alum w/ wood inlay	\$7,020.00	\$70,200.00

ESC of NJ 17/18-20

SubTotal: \$70,200.00  
Discount: (\$3,510.00)  
Freight: \$4,500.00  
Total Amount: \$71,190.00 SRC

KD/hd

#### TERMS:

1. ORDER & PAYMENT TO BE MADE OUT TO: CUSTOM FABRICATION INC. 2903 NY ROUTE 7 - PO BOX 431 HARPURSVILLE, NY 13787
2. QUOTATION VALID FOR 30 DAYS.
3. STANDARD DELIVERY 12-16 WEEKS\* AFTER DEPOSIT AND RETURNED DRAWING APPROVAL.
4. PLEASE ALLOW ONE WEEK FOR DELIVERY TO BE SCHEDULED.
5. TERMS: GOVERNMENT AGENCIES: PURCHASE ORDER MADE OUT TO CUSTOM FABRICATION INC. (SEE #1 ABOVE)
6. TERMS: ALL OTHERS: 50% U.R.O. AND 50% AT DELIVERY. FAILURE TO PRESENT BANK OR CERTIFIED CHECK AT DELIVERY WILL RESULT IN SECOND DELIVERY CHARGE AND 10% RELOADING FEE.
7. MAKE CHECK PAYABLE TO CUSTOM FABRICATION INC (SEE #1 ABOVE)
8. PLEASE NOTE UNLOADING OF MATERIALS AT DELIVERY IS RESPONSIBILITY OF CUSTOMER.
9. ALL ORDERS SUBJECT TO A CANCELLATION FEE (AMOUNT BASED ON STATUS OF ORDER). NOT LESS THAN 10% OF PURCHASE PRICE.
10. QUOTED PRICE IS BASED ON ALL ITEMS PURCHASED IN ENTIRETY & SHIPPED TO ONE LOCATION.

Sales Representative: Keith Davis/hd





C/O MRC  
PO Box 106  
Spring Lake, NJ 07762  
Ph: 732-458-1111  
Fx: 732-974-0226  
Email: MRC@GAMETIME.COM  
Web: www.mrcrec.com

QUOTE  
#135364

09/26/2017

### NJ Jersey City - CFI Modern Planters

#### Acceptance of quotation:

Accepted By (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Facsimile: \_\_\_\_\_

#### Order Information:

Bill To: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

P.O. No: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Purchase Amount: **\$71,190.00**

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Tel: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_  
(PLEASE PROVIDE A COPY OF CERTIFICATE)



**Patricia Vega**

---

**From:** contracts [contracts@mrcrec.com]  
**Sent:** Wednesday, November 08, 2017 12:39 PM  
**To:** Patricia Vega  
**Subject:** Re: ESCNJ 17/18-20

**Importance:** High

You can make payment to MRC Inc and send to:  
MRC Inc.  
PO Box 106  
Spring Lake, NJ 07762

Thank you,  
Megan Kerr  
MRC Inc Bid Sales  
GameTime Playgrounds  
800-922-0070 ext. 1026

---

**From:** Patricia Vega <VegaP@icnj.org>  
**Date:** Wednesday, November 8, 2017 12:12 PM  
**To:** Megan Kerr <contracts@mrcrec.com>  
**Subject:** ESCNJ 17/18-20

Good afternoon!

MRC quoted us under this contract.

Who should the p.o. be mailed and payment made out to?

Thank you

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.097  
Agenda No. 10.Y  
Approved: FEB 11 2014



TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**

## COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS, N.J.S.A. 40A:11-10 et seq.** authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS, the City of Jersey City (City)** desires to participate in a cooperative pricing system for the purchase of good and services; and

**WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and**

**WHEREAS, the Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and**


**WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and**

**WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and**

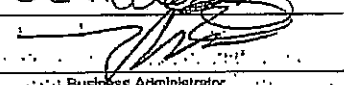
**WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.**

**NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:**

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

Corporation Counsel

Certification Required: ☐

Not Required ☐

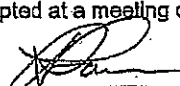
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**MEMBERS OF THE NJ STATE APPROVED  
MRESC COOPERATIVE PRICING SYSTEM # 65MCESCCPS**

<b>Essex cont'd.</b>		
Bloomfield Township of	Township of Millburn	Phillip's Academy Charter
Caldwell-West Caldwell BOE	Millville BOE	Roseland BOE
Cedar Grove BOE	Irvington BOE	Seton Hall Prep
East Orange BOE	Livingston, Township of	People's Preparatory Charter School
City of East Orange	Montclair BOE	South-Orange Maplewood BOE
Essex County	Newark Educators Community Charter	The Township of South Orange Village
Essex County Vo-Tech School	Newark Legacy Charter	Team Academy Charter
Borough of Essex Fells	Newark Public Schools	Township of Verona
Essex Fells School District	North Caldwell BOE	Verona BOE
Essex Regl Educational Svcs Com.	North Star Academy	West Essex Regional BOE
Fairfield Township	Nutley BOE	Township of West Caldwell
Glen Ridge BOE	Nutley Township	West Orange Township
Livingston BOE	Roseville Community Charter	West Orange BOE
<b>Gloucester</b>		
Clayton Public Schools	Gloucester County College	Monroe BOE
Clearview Regional HSD	County of Gloucester	National Park School District
Delsea Reg. HS District	Gloucester County Special Services/Vocational-Technical Schools	Pitman BOE
Deptford Township BOE	Township of Gloucester	South Harrison Twp School District
Township of Franklin BOE	Greenwich Township BOE	Washington Township BOE
Gateway Regional High School	Harrison Township BOE	Westville BOE
Glassboro BOE	Kingsway Regional School District	Woodbury City Public School District
	Mantua Township BOE	Woodbury Heights BOE
<b>Hudson</b>		
City of Bayonne BOE	Hoboken BOE	M.E.T.S. Charter School
Beloved Community Charter	Hoboken Dual Language Charter School	Secaucus BOE
East Newark Public School	City of Jersey City	Washington Township BOE
Ethical Community Charter School	Jersey City Community Charter	Weehawken BOE
Elysian Charter School	Jersey City Public Schools	West New York BOE
Golden Door Charter School	Kearny BOE	Town of West New York
Guttenberg BOE	Hudson County	
Harrison Township of BOE	Hudson County Community College	
City of Hoboken	Hudson County Schools of Technology	
<b>Hunterdon</b>		
Alexandria BOE	French Town BOE	Lebanon Township BOE
Township of Bethlehem	Hampton Borough BOE	Milford BOE
Bloomsbury BOE	High Bridge BOE	Milford Borough of
Califon BOE	Borough of High Bridge	No. Hunterdon-Voorhees Reg. HS Dist
Clinton Township BOE	Township of Holland	Township of Raritan
Town of Clinton BOE	Holland Township BOE	Township of Readington
Delaware Valley Regl. HS BOE	Hunterdon Central Regional HS	Readington Township BOE
East Amwell BOE	Hunterdon County ESC	South Hunterdon Regl HS BOE
Township of East Amwell	Kingwood Township BOE	Tewksbury BOE
Flemington-Raritan SD	Borough of Lebanon BOE	Union Twp BOE
Franklin Township BOE	Township of Lebanon	West Amwell Township SD

As of 6/17/14

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

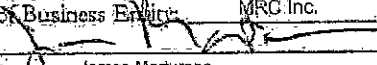
☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

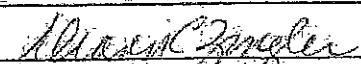
Name of Stock or Shareholder	Home Address
James Marturano 100% owner	206 Pitney Avenue Spring Lake, NJ 07762

**Part 3 - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MRC, Inc.

Signed:  Title: President  
Print Name: James Marturano Date: October 18, 2017

Subscribed and sworn before me this <u>18</u> day of <u>October</u> , 2017  My Commission expires: <u>2227888</u> <u>July 6, 2020</u>	 (Affiant) <u>Diann C. Ziegler</u> (Print name & title of affiant) (Corporate Seal)
--	--

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that MRC Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding October 18, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract MRC Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: MRC Inc

Signed: [Signature] Title: President

Print Name: James Marturano Date: October 18, 2017

Subscribed and sworn before me  
this 18th day of October, 2017.

My Commission expires: 7/6/20  
# 2227888

[Signature]  
(Affiant)  
Diana C. Zingales  
(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:		MRC Inc.	
Address:		PO Box 106	
City:	Spring Lake	State:	NJ
		Zip:	07762

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: James Marturano Printed Name: James Marturano Title: President

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0066083 FOR MRC INC. IS VALID.

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): James Marturano, President

Representative's Signature: \_\_\_\_\_

Name of Company: MRC Inc.

Tel. No.: 800-922-0070

Date: October 18, 2017

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James Marturano - President

Representative's Signature: 

Name of Company: MRC Inc.

Tel. No.: 800-922-0070

Date: October 18, 2017

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: MRC Inc.

Address: 2130 Route 35 Bldg. B Suite 222 Sea Girt, NJ 08730

Telephone No.: 800-922-0070

Contact Name: James Marturano

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : MRC Inc.  
Address : 2130 Route 35 Building B Suite 222 Sea Girt, NJ 08730  
Telephone No. : 800-922-0070  
Contact Name : James Marturano

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**


Certification

# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11313**

This is to certify that ~~RENEWAL~~ listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2013 to 15-JUN-2020

**MARTURANO RECREATION COMPANY, INC.**  
**P.O. BOX 106**  
**SPRING LAKE NJ 07762**

  
Andrew P. Sidamon-Eristoff  
State Treasurer

**STATE OF NEW JERSEY**  
**Division of Purchase & Property EEO Monitoring Program**  
**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/en382ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/en382ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>35</b>
4. COMPANY NAME <b>MRG, INC. F/K/A MARTURANO RECREATION COMPANY, INC.</b>		
5. STREET <b>2130 ROUTE 35, BLDG B, SUITE 222, SEA GIRT, NJ</b>	CITY <b>SEA GIRT</b>	STATE <b>NJ</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>NONE</b>		ZIP CODE <b>08750</b>
7. CHECK ONE IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>35</b>		10. PUBLIC AGENCY AWARDED CONTRACT
CITY	COUNTY	STATE
		ZIP CODE

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER

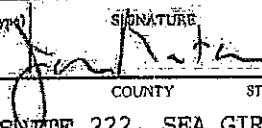
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	3	3						3					
Professionals													
Technicians													
Sales Workers	12	8	4					8					4
Office & Clerical	20	2	18					2	1				17
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
<b>TOTAL</b>	<b>35</b>	<b>13</b>	<b>22</b>					<b>13</b>	<b>1</b>				<b>21</b>
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>03 02 06</b>
13. DATES OF PAYROLL PERIOD USED From: <b>05-13-12</b> To: <b>04-13-13</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>JAMES MARTURANO</b>	SIGNATURE 	TITLE <b>PRESIDENT</b>	DATE MO DAY YEAR <b>05 13 13</b>
17. ADDRESS NO. & STREET <b>2130 ROUTE 35, BLDG B, SUITE 222, SEA GIRT, NJ</b>	CITY <b>SEA GIRT</b>	COUNTY <b>SEA GIRT</b>	STATE <b>NJ</b>
ZIP CODE <b>08750</b>		PHONE (AREA CODE, NO., EXTENSION) <b>732 458-1111</b>	

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 234  
TRENTON, NJ 08646-0232

TAXPAYER NAME:  
MRC INC.

TRADE NAME:

ADDRESS:  
BROOK 35 PK 2130 RT 35 BLDG B  
SEA GIRT NJ 08750

SEQUENCE NUMBER:  
0058083

EFFECTIVE DATE:  
08/30/06

ISSUANCE DATE:  
03/21/12

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

FORM-BRC  
04-087-0295-467

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**STATE OF NEW JERSEY**  
**Certificate of Authority**

DIVISION OF TAXATION  
TRENTON, NJ 08665

The partnership or corporation named below is hereby authorized to collect:  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.  
This authorization is null and void if any change of ownership or address is notified.

MRC INC.  
BROOK 35 PK 2130 RT 35 BLDG B  
SEA GIRT NJ 08750

*Michael J. [Signature]*  
Rolling Director, Division of Taxation

Tax Registration No.: XXX-XXX-541-000

Tax Effective Date: 01-03-74

Document Locator No.: A0000368594

Date Issued: 03-21-12

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-903

Agenda No. 10.0

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 16.788, approved on November 22, 2016, awarded a one-year contract in the amount of \$2,042,922.00 to **Control Services, LLC** for snow removal, salting & plowing for the City of Jersey City (City), Department of Public Works / Division of Sanitation; and

**WHEREAS**, the bid specifications provided the City with an option to renew the contract for a one year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of November 23, 2017 and ending on November 22, 2018; and

**WHEREAS**, the total cost of the contract renewal is \$2,042,922.00; and

**WHEREAS**, funds in the amount of \$100,000.00 are available in the Division of Sanitation Operating Account No. 17-01-201-26-292-314; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.5(c) (2), the balance of the contract funds will be encumbered in the 2018 calendar year temporary and permanent budgets.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with **Control Services, LLC** for snow removal, salting and plowing for the City of Jersey City (City), Department of Public Works / Division of Sanitation;
- 2) The renewal contract is for a one-year period effective as of November 23, 2017, and the total cost of the contract shall not exceed \$2,042,922.00;
- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

TITLE: **RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Sanitation Operating Account No. 17-01-201-26-292-314 for payment of the above resolution.

Requisition # 0181255

Purchase Order # 126986

November 8, 2017

APPROVED: [Signature] 11/9/17  
Patrick G. Stamato, DRW Director

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] 11/13/17  
Business Administrator  
PST.

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF SANITATION.**

**Project Manager**

Department/Division	DPW	Sanitation
Name/Title	Frank Lamparelli	Director
Phone/email	201-547-4400	<a href="mailto:flamparelli@icnj.org">flamparelli@icnj.org</a>

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide:

- The purpose of this resolution is for snow removal, salting and plowing citywide.
- Contractor will provide the necessary snow equipments and manpower.
- Some of the vehicles are plows, spreaders, loaders, backhoe, etc.
- DPW spent so far in 2017 about \$60,000.00.
- The former JCIA spent over two (2) million dollars in 2016 which included the blizzard.
- Initial contract was awarded on November 22, 2016.

**Cost (Identify all sources and amounts)**

01-201-26-292-314 (Sanitation Operating)  
Contract Amount = \$2,042,922.00  
Temporary Amount = \$100,000.00

**Contract term (include all proposed renewals)**

Contract duration: 11/30/17 to 11/29/18  
This is the final renewal, no more options remaining.

**Type of award**

Public Bid- Contract Renewal

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

**DEPARTMENT OF PUBLIC WORKS  
SANITATION DIVISION  
SNOW REMOVAL, SALTING AND PLOWING RESULTS**

<b><i>SALTING AND PLOWING ONLY</i></b>						
<u>VENDOR NAME</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>GROUP 3</u>	<u>GROUP 4</u>	<u>GROUP 5</u>	<u>TOTAL</u>
CONTROL SERVICES	\$23,520.00	\$0.00	\$0.00	\$17,760.00	\$62,700.00	\$103,980.00
KEN'S MARINE	\$3,535.00	\$0.00	\$7,910.00	\$7,910.00	\$10,670.00	\$30,025.00
ZUCCARO	\$0.00	\$0.00	\$0.00	\$0.00	\$2,650.00	\$2,650.00
	<u>\$27,055.00</u>	<u>\$0.00</u>	<u>\$7,910.00</u>	<u>\$25,670.00</u>	<u>\$76,020.00</u>	<u>\$136,655.00</u>
<b>Special Note:</b>						
\$0.00 represents a no bid						
<b><i>SNOW REMOVAL ONLY</i></b>						
<u>VENDOR NAME</u>	<u>GROUP 1</u>	<u>GROUP 2</u>	<u>TOTAL</u>			
CONTROL SERVICES	\$1,907,700.00	\$31,242.00	\$1,938,942.00			
KEN'S MARINE	\$169,670.00	\$0.00	\$169,670.00			
ZUCCARO	\$29,800.00	\$11,162.00	\$40,962.00			
	<u>\$2,107,170.00</u>	<u>\$42,404.00</u>	<u>\$2,149,574.00</u>			
<b>Special Note:</b>						
\$0.00 represents a no bid						

# Control Services

## Appendix A Salting and Plowing only

Line #	A Vehicle/Equipment	B Weight	C Qty.	D Hourly Rate Regular Time	E Hourly Rate Standby Time	F Hours Per Day* (For Example only)	G Example* Amount (Maximum in Cx Dx Ex F)
GROUP 1							
1	Class 3 Trucks with Contractor Supplied Plows and Spreaders	10,001-14,000 lbs	0-5 10	\$175.00/hr. \$175.00	\$75.00/hr. \$750.00	0-10 Hours Regular 4 hours Standby	\$10,250.00 \$20,500.00
2	Supervisory Vehicle	n/a	0-1 2	\$125.00/hr. 250.00	\$65.00/hr. 130.00	0-10 Hours Regular 4 hours Standby	\$1510.00 \$3020.00
						Total Group 1 (Line Item 1+2)	\$23,520.00

GROUP 2							
3	Class 5 Plow Trucks with Contractor supplied plows and spreaders	16,001-19,500 lbs	0-5	\$180.00/hr. \$	\$80.00/hr. \$	0-10 Hours Regular 4 hours Standby	\$10,600.00 \$
4	Supervisory Vehicle	n/a	0-1	\$125.00/hr.	\$65.00/hr.	0-10 Hours Regular 4 hours Standby	\$1510.00 \$
						Total Group 2 (Line Item 3+4)	\$ N/A

GROUP 3							
5	Class 7 Tandem Trucks Plows and Spreaders	26,001-33,000 lbs	0-5	\$275.00/hr. \$	\$125.00/hr. \$	0-10 Hours Regular 4 hours Standby	\$16,250.00 \$
6	Supervisory Vehicle	n/a	0-1	\$125.00/hr.	\$65.00/hr.	0-10 Hours Regular 4 hours Standby	\$1510.00
						Total Group 3 (Line Item 5+6)	\$ N/A

GROUP 4							
7	Class 8 Trucks (Roll-Off) Plovers and Spreaders	33,001 lbs and over	0-5 5	\$275.00/hr. <u>\$1,375.00</u>	\$125.00/hr. <u>\$625.00</u>	0-10 Hours Regular 4 hours Standby	\$16,250.00 <u>\$16,250.00</u>
8	Supervisory Vehicle	n/a	0-1 1	\$125.00/hr. <u>\$125.00</u>	\$65.00/hr. <u>\$65.00</u>	0-10 Hours Regular 4 hours Standby	\$1510.00 <u>\$1,510.00</u>
						Total Group 4 (Line Item 7+8)	<u>\$17,760.00</u>

GROUP 5							
9	CAT 928 Wheel Loader or equivalent	n/a	0-5 5	\$300.00/hr. <u>\$1,500.00</u>	\$125.00/hr. <u>\$625.00</u>	0-10 Hours Regular 4 hours Standby	\$17,500.00 <u>\$17,500.00</u>
10	Loaders - CAT 950, CAT 966, CAT 980 (or equivalent)	n/a	0-5 5	\$325.00/hr. <u>\$1,625.00</u>	\$135.00/hr. <u>\$675.00</u>	0-10 Hours Regular 4 hours Standby	\$18,950.00 <u>\$18,950.00</u>
11	Loaders - JD 244K with 2 yd bucket or equivalent	n/a	0-5 5	\$200.00/hr. <u>\$1,000.00</u>	\$90.00/hr. <u>\$450.00</u>	0-10 Hours Regular 4 hours Standby	\$14,500.00 <u>\$11,800.00</u>
12	Loaders - JD344 with 3.5 yd bucket or equivalent	n/a	0-5 5	\$200.00/hr. <u>\$1,000.00</u>	\$90.00/hr. <u>\$450.00</u>	0-10 Hours Regular 4 hours Standby	\$14,500.00 <u>\$11,800.00</u>
13	JD 410 Backhoe (or equivalent)	n/a	0-1 1	\$225.00/hr. <u>\$225.00</u>	\$100.00/hr. <u>\$100.00</u>	0-10 Hours Regular 4 hours Standby	\$2650.00 <u>\$2,650.00</u>
						Total Group 5 (Line Items 9-13)	<u>\$62,700.00</u>

The Bidder agrees to perform and provide all labor, materials (except rock salt), equipment and services required to complete all work as described in the Specifications for a Total Bid of:

Total Bid Price Appendix A (Add Column G "Totals" for Groups 1 through 5) =  
\$ 103,980.00  
 (Total Bid Amount in Numbers)

ONE HUNDRED THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS & 00/100  
 (Total Bid Amount in Written Words)

[BID FORM CONTINUED ON NEXT PAGE]

# BID FORM (continued)

## Appendix B Snow Removal Only

Line #	A Vehicle/Equipment	B Weight	C Qty.	D Hourly Rate Regular Time	E Hourly Rate Standby Time	F Hours Per Day* (For Example only)	G Example* Amount (Maximum in Cx Dx Ex F)
<b>GROUP 1</b>							
1	CAT 928 Wheel Loader or equivalent)	n/a	0-2 2	\$300.00/hr. \$ 600. ✓	\$125.00/hr. \$ 250. ✓	0-48 Hours 4 hours Standby	\$29,800.00 \$ 27,800. ✓
2	CAT 950-966 Loader (or equivalent)	n/a	0-20 20	\$325.00/hr. \$ 6,500. ✓	\$135.00/hr. \$ 2,700. ✓	0-48 Hours 4 hours Standby	\$322,800.00 \$ 312,800. ✓
3	Tandem Dump Trucks	n/a	0-150 150	\$200.00/hr. \$ 30,000. ✓	\$87.50/hr. \$ 13,125. ✓	0-48 Hours 4 hours Standby	\$1,492,500.00 \$ 1,492,500. ✓
4	Supervisory Vehicle	n/a	0-1 10	\$125.00/hr. \$ 1,250. ✓	\$65.00/hr. \$ 650. ✓	0-48 Hours 4 hours Standby	\$6,260.00 \$ 62,600. ✓
						Total Group 1 (Line Items 1-4)	\$1,907,700. ✓
<b>GROUP 2</b>							
5	CAT D4 and D5 (or equivalent)	n/a	0-1 1	\$210.00/hr. \$ 210. ✓	\$90.50/hr. \$ 90.50 ✓	0-48 Hours 4 hours Standby	\$11,162.00 \$ 10,442. ✓
6	CAT D6 Dozer (or equivalent)	n/a	0-4 4	\$375.00/hr. \$ 1,500. ✓	\$175.00/hr. \$ 700. ✓	0-12 Hours 4 hours Standby	\$74,800.00 \$ 20,800. ✓
						Total Group 2 (Line Items 5-6)	\$ 31,242. ✓

The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications for a Total Bid of:

BID FORM (continued)

Total Bid Price Appendix B (Add Column G "Totals" for Groups 1 and 2 = \_\_\_\_\_)

\$ 1,938,942. ✓  
(Total Bid Amount in Numbers)

ONE Million Nine Hundred Thirty Eight Thousand Nine Hundred Forty Two Dollars + 00/100  
(Total Bid Amount in Written Words)

This contract will be awarded to the lowest responsible bidder(s) based upon either the Total Bid Price for each Appendix, or Unit Prices based on totals for each Group Number (if awarded to multiple Bidders). The DPW reserves the right to exercise an option to award to multiple responsive and responsible bidders on a per unit basis if in the best interest of the DPW.

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

As noted above, this contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the DPW is not obligated to order any quantities of that item during the contract term. Regardless of what the minimum quantity is set at, the Contractor is required to fulfill any order that the DPW places during the contract terms until the maximum quantity is reached.

The term of this contract shall be from November 10, 2016 through November 09, 2017. The DPW shall have the option to renew for one additional contract term (November 10, 2017 through November 09, 2018). Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for an additional one year. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
CONTROL SERVICES LLC

TRADE NAME:

ADDRESS:  
84 HARBOR DRIVE  
JERSEY CITY NJ 07305-4504  
EFFECTIVE DATE:

SEQUENCE NUMBER:

1729305

ISSUANCE DATE:

01/15/15

07/11/12

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 52632

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 MAY 2014 to 15 MAY 2021.

CONTROL SERVICES  
P.O. BOX 269  
BAYONNE

NJ 07002



  
Andrew P. Sidamon-Eristoff  
State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.788

Agenda No. 10.X

Approved: NOV 22 2016

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION**

### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on November 3, 2016 for Snow Removal, Salting and Plowing for the Department of Public Works/Division of Sanitation; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract for the snow season 2016/2017, the minimum and maximum quantities for the Two (2) Items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, the sum of Two Million, Forty Two Thousand, Nine Hundred Twenty Two (\$2,042,922.00) Dollars, will be budgeted for the 2016 & 2017 budgets; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Control Services, LLC to be fair and reasonable; and

**WHEREAS**, the sum of Forty Thousand \$40,000.00 is available in Operating Account No. 01-201-26-292-314; and

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Control Services, LLC. for the Department of Public Works/Division of Sanitation;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to One (1) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for two (2) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

City Clerk File No. Res. 16.788

Agenda No. 10.X NOV 22 2016

## TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO CONTROL SERVICES, LLC FOR SNOW REMOVAL, SALTING & PLOWING FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF SANITATION**

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in Account show below

## Department of Public Works/Division of Sanitation

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-292-314	123091		\$40,000.00
		<b>TOTAL CONTRACT</b>	<b>\$2,042,922.00</b>

Approved by Peter Folgado, RPPS  
for Peter Folgado, Director of Purchasing

PF/pc  
11/17/16

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan  
for Corporation Counsel

Certification Required ☒

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-22-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUJIN	✓			RIVERA	✓		
GAOSEN	✓			OSBORNE	ABSENT			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-904

Agenda No. 10.P

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING A CONTRACT RENEWAL WITH JEN ELECTRIC, INC. FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 16-003 T

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

*WHEREAS*, Resolution No. 16-821 approved on December 14, 2016 renewed a contract with Jen Electric, Inc. for the year 2017 in the amount of \$1,272,379.00 for the maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Engineering, Traffic and Transportation; and

*WHEREAS*, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

*WHEREAS*, the contractor has been performing the services in an effective and efficient manner; and

*WHEREAS*, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the second and last of two options to renew the contract for an additional one-year period effective as of January 1st, 2018 and ending on December 31st, 2018; and

*WHEREAS*, the total cost of the contract renewal is \$1,572,379.00;

*NOW, THEREFORE, BE IT RESOLVED* by the Municipal Council of the City of Jersey City that:

- 1) The agreement with **Jen Electric, Inc.** for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Engineering, Traffic and Transportation is renewed for a one year period;
- 2) Pursuant to N.J.A.C. 5.30-5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2018 calendar year temporary and permanent budgets; and

City Clerk File No. \_\_\_\_\_

Agenda No. 10.PTITLE: **NOV 29 2017**

**RESOLUTION AUTHORIZING A CONTRACT RENEWAL WITH  
JEN ELECTRIC, INC. FOR MAINTENANCE AND REPAIR OF  
TRAFFIC SIGNALS FOR THE DEPARTMENT OF  
ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND  
TRANSPORTATION, PROJECT NO. 16-003 T**

- 3) Upon certification by an official or employee of the City authorized to attest that the contract has been complied with in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

sp/  
(10/26/17)

APPROVED:

*D. Cunha* FOR  
Jose R. Cunha, PE, CME, CPWM, CRP  
Director of Engineering, Traffic & Transportation

APPROVED:

APPROVED:

*[Signature]*  
Business Administrator  
PSS

APPROVED AS TO LEGAL FORM

*[Signature]*  
Joanne Monahan  
Assistant Corporation Counsel

Certification Required ☐Not Required ☒**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Rolando R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution****RESOLUTION**

**RESOLUTION AUTHORIZING A CONTRACT RENEWAL WITH JEN ELECTRIC, INC. FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 16-003 T**

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, PE, CME	Chief Engineer
Phone/email	201-547-6986	jcunha@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To continue with preventive maintenance and emergency repair of traffic signals and school zone flashing beacons.

**Cost (Identify all sources and amounts)**

Acct: #	Operating
Contract Amount:	\$1,572,379.00
Temporary Encumbrancy:	\$ 100,000.00

**Contract term (include all proposed renewals)**

Exercising 2<sup>nd</sup> and last option to renew an additional one year term effective as of 01/01/2018 thru 12/31/2018.

Type of award

If "Other Exception", enter type

**Additional Information**

Original Reso #15-875, approved 12/16/15  
1<sup>st</sup> Extension Reso #16-821, approved 12/14/16.

  
Jose R. Cunha, PE, CME, Chief Engineer

11/16/2017  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**  
Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : October 26, 2017

TO : Peter Folgado, Director, Division of Purchasing

FROM : Jose R. Cunha, PE, CME, Chief Engineer

SUBJECT : **Request for Contract Renewal**  
**MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS**  
**Project No. 2016-003 T**


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We would like to implement 2<sup>nd</sup> and last option to extend Jen Electric, Inc. contract for the year 2018.

Attached herewith is:

- Resolution (Ray Reddington review email attached)
- Fact Sheet
- Jen Electric Acceptance letter and signed EEO documents
- Bid Documents

Should you need additional information, please call me at x6986.

  
JOSE R. CUNHA, PE, CME  
Director of ET&T

sp/

Enclosures

c: Robert Kakoleski, Business Administrator  
Dawn Odom, Supv Admin. Analyst  
File 18-001 T

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 15-875

Agenda No. \_\_\_\_\_ 10.Z.13

Approved: \_\_\_\_\_ DEC 16 2015

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC INC FOR THE TRAFFIC MAINTENANCE 2016, PROJECT NO. 16-003T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director, acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq., has publicly advertised bids for Traffic Maintenance 2016, Project No. 16-003T for the Department of Administration/ Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received (2) Bids, the lowest responsible bid being that from Jen Electric, 631 Morris Avenue, Springfield New Jersey 07081, in the total bid amount of One Million Five Hundred Seventy Two Thousand, Three Hundred Seventy Nine (\$1,572,379.00) Dollars; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of One Million Five Hundred Seventy Two Thousand, Three Hundred Seventy Nine (\$1,572,379.00) Dollars are available in Operating Acct #01-201-20-165-314; and

**WHEREAS**, the contract shall be for a period of one (1) year and the City reserves the right to extend the contract for two (2) additional One year terms pursuant to specifications and bids thereon; and

### **Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.**

Acct. No.	P.O. #	Amount
01-201-20-165-314	119164	Temp. Encumb. \$300,00.00
		Total Contract \$1,572,379.00

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned Jen Electric Inc, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

**RESOLVED**, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

City Clerk File No. Res. 15.875Agenda No. 10.2.13 DEC 16 2015

**TITLE: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC INC FOR THE TRAFFIC MAINTENANCE 2016, PROJECT NO. 16-003T FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

Dept. of Administration/Div. of Architecture, Engineering, Traffic & Transportation.

Acct. No.	P.O. #	Amount
01-201-20-165-314	119164	Temp. Encumb. \$300,00.00
		Total Contract \$1,572,379.00

Approved by

Peter Belgado, Director of Purchasing, QPA

PF/pc  
12/2/15

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐APPROVED 7-0

## RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.16.15

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RANCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JEN ELECTRIC, INC. FOR THE TRAFFIC MAINTENANCE 2016 PROJECT NO. 16-083 T FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Administration	Architecture, Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director, Traffic & Transportation
Phone/email	201-547-4530	joao@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

2016 Preventative maintenance and emergency repair of traffic signals and school zone flashing beacons.

**Cost (Identify all sources and amounts)**

01-201-20-165-314 \$1,572,379.00 Operating

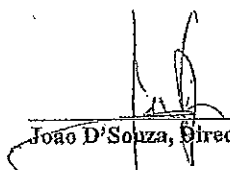
**Contract term (include all proposed renewals)**

One year contract with an option for two (2) additional one (1) year terms.

Type of award

If "Other Exception", enter type

**Additional Information**

  
Joao D'Souza, Director, Traffic & Transp.

12/2/15  
Date

  
Signature of Department Director

12/4/15  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-821

Agenda No. 10.2.5

Approved: DEC 14 2016

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH JEN ELECTRIC, INC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE  
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

*WHEREAS*, Resolution No. 15.875, approved on December 16, 2015, awarded a one-year contract in the amount of \$1,572,379.00 to Jen Electric, Inc for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Engineering, Traffic and Transportation; and

*WHEREAS*, the bid specifications provided the City with options to renew the contract for up to two additional one year periods with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics; and

*WHEREAS*, the contractor has been performing the services in an effective and efficient manner; and

*WHEREAS*, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first of two options and renew the contract for an additional one-year period effective as of January 1st, 2017 and ending on December 31st, 2017; and

*WHEREAS*, the total cost of the contract renewal is \$1,572,379.00.

*NOW, THEREFORE, BE IT RESOLVED* by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Jen Electric, Inc for maintenance and repair of traffic signals for the City of Jersey City (City), Department of Administration / Division of Engineering, Traffic and Transportation;
- 2) Pursuant to N.J.A.C. 5:30-5.5(e), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the 2017 calendar year temporary and permanent budgets; and

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH JEN ELECTRIC, INC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

- 3) Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

Requisition # 177127Purchase Order # 123278sp/  
(12/01/16)

Donna Maier  
DONNA MAIER - CFO

APPROVED:

Jose R. Cunha  
Jose R. Cunha, PE, CME, CPWM, CRP  
City Engineer

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 12.14.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

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**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH JEN ELECTRIC, INC FOR MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS FOR THE DEPARTMENT OF ADMINISTRATION / DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 16-003 T

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Joao D'Souza	Director, Traffic and Transportation
Phone/email	201-547-4530	joao@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To proceed with preventative maintenance and emergency repair of traffic signals and school zone flashing beacons.

**Cost (Identify all sources and amounts)**

Acct: #	Operating
Contract amount :	\$1,572,379.00
Temporary encumbrance	\$ 100,000.00

**Contract term (include all proposed renewals)**

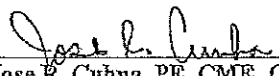
Exercising 1<sup>st</sup> of 2 options to renew for an additional one year term effective as of 01/01/2017 to 12/31/2017.

Type of award

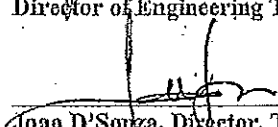
If "Other Exception", enter type

**Additional Information**

Original Reso #15-875, approved 12/16/15.

  
Jose R. Cunha, PE, CME, CPWM, CRP  
Director of Engineering Traffic & Transp.

12/1/15  
Date

  
Joao D'Souza, Director, Traffic & Transp.

12/1/16  
Date

  
Signature of Department Director

12/7/16  
Date

**JEN ELECTRIC** INC.  
TRAFFIC SYSTEMS SPECIALISTS  
N.J.P.E.# 39919 & N.J.E.L.# 15196

October 4, 2017

Division of Engineering, Traffic & Transportation  
City of Jersey City  
13-15 Linden Avenue East  
Jersey City, NJ 07305


Subject: Traffic Maintenance 2016 – Jersey City Project No: 16-003T

Dear Mr.Vischio,

As per your request Jen Electric, Inc. will continue to perform traffic signal maintenance for the current contract for the City of Jersey City during the one year extension starting on January 1, 2018. The current rates will be extended throughout this term.

We appreciate the opportunity to be of continued service to the City. If you have any questions or concerns, please feel free to contact us.

Sincerely,

  
Jennifer Daidone  
President

17 OCT -6 PM 2:12  
CITY OF JERSEY CITY  
TRAFFIC DIVISION

# EEO/AFFIRMATIVE ACTION REQUIREMENTS

## Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan  
Supvg. Administrative Analyst, Public Agency Compliance Officer  
Office of Tax Abatement & Compliance  
13 Linden Avenue East  
Jersey City NJ 07305  
Tel. #201-547- 4538  
E-mail Address: [abuanj@jcnj.org](mailto:abuanj@jcnj.org)

Minority/Women Business Participation  
In City Construction Contracts  
City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

## I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

## II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

### III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority Owned .....20% of the total dollar amount of the contract

Woman owned .....20% of the total dollar amount of the contract

### IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . .", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder ( or three lowest responsible bidders ) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder ( or three lowest ) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may resulted in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

## VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.

(REVISED 4/13)

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**  
**CONSTRUCTION CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO

## EXHIBIT B (2 of 4)

Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

EXHIBIT B (3 of 4)

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jennifer Daidone  
Representative's Signature: Jennifer Daidone  
Name of Company: Jen Electric, Inc. Tel. No.: 973-467-4901 Date: 10/4/2017

FORM AA-161  
Revised 11/11

# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa2011ns.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa2011ns.pdf)

1. HIRING		2. CONTRACTOR ID NUMBER 642246		3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: City of Jersey City Address: 13-15 Linden Ave East Jersey City, NJ 07305	
3. NAME AND ADDRESS OF PRIME CONTRACTOR Jen Electric, Inc. 631 Morris Ave Springfield, NJ 07081		CONTRACT NUMBER 16-003T		DATE OF AWARD 12/2015	
4. IS THIS COMPANY MINORITY OWNED ( ) OR WOMAN OWNED ( )		5. NAME AND ADDRESS OF PROJECT Name: Traffic Signal Maint Address: Various locations in Jersey City		6. PROJECT NUMBER 16-003T	
7. TRADE OR CRAFT		8. (IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES G			
PROJECT TOTAL EMPLOYEES		PROJECT MINORITY EMPLOYEES		PROJECTED PHASE-IN DATE	
MALE FEMALE		MALE FEMALE		COMPLETION DATE	
1 ASBESTOS WORKER		1		12/2015	
2 BRICKLAYER OR MASON				12/2018	
3 CARPENTER					
4 ELECTRICIAN		3			
5 GLAZIER					
6 HVAC MECHANIC					
7 IRONWORKER					
8 OPERATING ENGINEER					
9 PAINTER					
10 PLUMBER					
11 ROOFER					
12 SHEET METAL WORKER					
13 SPRINKLER FITTER					
14 STEAMFITTER					
15 SURVEYOR					
16 TILER					
17 TRUCK DRIVER					
18 LABORER					
19 OTHER		2			
20 OTHER					

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Jennifer Daidone

President

10. (Please Print Your Name)

(Title)

973-467-4901 (Ext 105)

Oct 4, 2017

(Area Code)

(Telephone Number)

(Ext.)

(Date)

# Sample Initial Project Workforce Report Form AA201

## Instructions

### INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION (AA201)

#### DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING  
THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT  
P.O. BOX 209  
TRENTON, NJ 08625-0209  
(609) 292-2556

For instructions on completing the form, go to:  
<http://www.state.nj.us/treasury/taxrel/comp/compdfr2003a.pdf>

3.FID or SS Number

201-510-505

Library and Archives of Prince Consort

7. Check out the 10 items

### 3. Exporting Period

Ten Electric Inc

642246

Sept 1-30-2017

631 Morris Ave

City of Jersey City

Springfield NJ 07081

Signal S/Maint Hudson

16-003T

17. 02. 1997 11:58:17

Jennifer Daidone Jennifer Daidone Pres

973-467-4901 (105)

Oct 4, 2017

# Sample Monthly Project Workforce Report Form AA202

## Instructions

### INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the CONTRACTOR ID NUMBER assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the PROJECT NUMBER assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J-Journeyworker, AP-Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.  
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).  
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.  
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.  
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.  
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.  
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTRACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development  
Construction EEO Compliance Monitoring Program  
PO Box 209  
Trenton, NJ 08625-0209  
609 292-9550

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Jennifer Daidone  
Representative's Signature: Jennifer Daidone  
Name of Company: Jen Electric, Inc  
Tel. No.: 973-467-4101 Date: Oct 4, 2017

October 5, 2017

Local Union: IBEW Local Union #164

RE: Traffic Signals Maintenance & Repairs

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of 20% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,



Jennifer Daidone

President

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jen Electric, Inc.  
Address : 631 Morris Ave Springfield, NJ 07081  
Telephone No. : 973-467-4901  
Contact Name: Jennifer Daidone

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

#### Definitions:

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jen Electric, Inc  
Address : 631 Morris Ave Springfield, NJ 07081  
Telephone No. : 973-467-4901  
Contact Name: Jennifer Daidone

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE) ☐ Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Traffic Signal Maintenance# 16-003T

Contractor: Jen Electric, Inc. Bid Amt. \$ 1,572,379.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

FORM 100-100 (03/00)

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Traffic Signal Maintenance # 16-003T  
Contractor: Jen Electric, Inc. Bid Amt. \$ 1,572,379.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
N/A				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Traffic Signal Maintenance

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
<u>None</u>					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Jen Electric is an equal opportunity and minority effort to hire qualified minorities if needed.

Name of Contractor Jen Electric, Inc.

By: Signature Jennifer Daidone

Type or print name/title: Jennifer Daidone President

Telephone No: 973-467-4901 Date Oct 4, 2017

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

MWBE Page 3 Project Traffic Signal Maintenance

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
<u>None</u>					

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Jen Electric is an equal opportunity and minority employer and makes every effort to hire minorities if needed

Name of Contractor Jen Electric Inc.

By: Signature Jennifer Daidone

Type or print name/title: Jennifer Daidone President

Telephone No: 973-467-4901 Date Oct 4, 2017

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING COPY



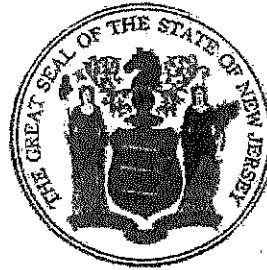
# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JEN ELECTRIC, INC.  
**Trade Name:**  
**Address:** 631 MORRIS AVENUE  
SPRINGFIELD, NJ 07081  
**Certificate Number:** 1083561  
**Date of Issuance:** December 27, 2004

**For Office Use Only:**  
20041227112043880

Certificate Number  
642246

Registration Date: 02/01/2016  
Expiration Date: 01/31/2018



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2016**  
Jen Electric Inc

**Responsible Representative(s):**

Jennifer Daidone, President

A handwritten signature in black ink, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.

PROPOSAL (Continued)

Attached herewith is a \_\_\_\_\_ (cashier's check)

\_\_\_\_\_ (certified check)

(Check one)

X (bid bond)

in the amount of \$ 1,572,379.00  
representing ten percent (10%) of the total bid price, but not more than Twenty Thousand Dollars (\$20,000.00) nor less than Five Hundred Dollars (\$500.00).

The undersigned agrees that this check or bid bond is to be forfeited as liquidated damages and not as a penalty, if the contract is awarded to the undersigned and undersigned shall fail to execute the contract for the Project or forward the bond required within the stipulated time. Otherwise, the check or bond will be returned to the undersigned.

Choice of Retainage:

If the Total Price bid for the Contract Work exceeds \$100,000.00 the undersigned elects the following option for retainage in accordance with the General Conditions: (check one only)

- X -2% Cash from each payment.  
-2% of Contract Amount deposited as approved negotiable securities.

Attachments to Proposal:

The bidder is required to submit the following detailed evidence that he has a competent organization which has constructed work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the contract.

# BID SHEET

Bid items required under "2016 Maintenance & Repair of Traffic Signals & School Flashing Beacons" includes personnel, equipment, serviced and fueled or electrically powered equipment and all necessary support vehicles, drivers and equipment.

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## ANNUAL INSPECTION & PREVENTATIVE MAINTENANCE

1. 250 Each

Bids for normal "annual preventative maintenance & inspection" of traffic signals (with the exception of traffic flashing beacons and those designated by Jersey City)

FOR one thousand two hundred fifty DOLLARS

AND no CENTS  
Per Intersection, Per Year

\$1,250.00 EACH

\$312,500.00

2. 3 Each

Bids for normal "annual preventative maintenance & inspection" of flashing traffic signal beacons (with the exception of traffic signals and those designated by Jersey City)

FOR Five Hundred DOLLARS

AND no CENTS  
Per Intersection, Per Year

\$500.00 EACH

\$1,500.00

3. 12 Each

Bids for normal "annual preventative maintenance & inspection" of School Flashing Beacons

FOR Two Hundred DOLLARS

AND no CENTS  
Per Location, Per Year

\$200.00 EACH

\$2,400.00

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## LABOR FOR EMERGENCY MAINTENANCE

4. 2200 Hrs

SIGNAL ELECTRICIAN (TMSA LEVEL II)  
7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY)

FOR Thirty DOLLARS

AND 40 CENTS \$30.00 /HR \$66,000.00  
Per Hour

5. 600 Hrs

SIGNAL ELECTRICIAN (TMSA LEVEL II)  
3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY)  
AND 24 HOURS BASIS (SATURDAY, SUNDAY & HOLIDAYS)

FOR Thirty DOLLARS

AND 40 CENTS \$30.00 /HR \$18,000.00  
Per Hour

6. 1100 Hrs.

SIGNAL ELECTRICIAN (TMSA LEVEL III)  
7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY)

FOR One hundred Sixty Five DOLLARS

AND 40 CENTS \$165.00 /HR \$181,500.00  
Per Hour

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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7. 260 Hrs.

SIGNAL ELECTRICIAN (MSA LEVEL III)  
3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY)  
AND 24 HOURS BASIS (SATURDAY, SUNDAY & HOLIDAYS)

FOR one hundred sixty five DOLLARS

AND no CENTS  
Per Hour

\$165.00 /HR

\$33,000.00

8. 750 Hrs.

ELECTRICIAN HELPER  
7:00 AM TO 3:30 PM (MONDAY THRU FRIDAY)

FOR Eighteen DOLLARS

AND no CENTS  
Per Hour

\$18.00 /HR

\$13,500.00

9. 400 Hrs.

ELECTRICIAN HELPER  
3:30 PM TO 7:00 AM (MONDAY THRU FRIDAY)  
AND 24 HOURS BASIS (SATURDAY, SUNDAY & HOLIDAYS)

FOR Eighteen DOLLARS

AND no CENTS  
Per Hour

\$18.00 /HR

\$7,200.00

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## EQUIPMENT FOR EMERGENCY MAINTENANCE (NOT INCLUDING LABOR)

10: 2400 Hrs.

Mobile Bucket Truck (Min. 25 feet working height, without operator, to be used by Electrician, per bid items above)

FOR Twenty Five DOLLARS

AND no CENTS \$25.00/HR \$60,000.00  
Per Hour

11: 500 Hrs.

Mobile Bucket Truck (Min. 50 Ft. working height, without operator, to be used by electrician per bid items above)

FOR Twenty Five DOLLARS

AND no CENTS \$25.00/HR \$12,500.00  
Per Hour

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## RATE OF SPECIAL ITEMS (#11 TO #29) FOR EMERGENCY MAINTENANCE (INCLUDING LABOR & EQUIPMENT)

12. 500 Feet

Bid per linear foot of loop detector in asphalt pavement (1/4" x 2" deep) complete in place, including all materials (wire, asbestos rope, sealant, asphalt, hook-up in cabinet, etc.), excluding any conduit work.

FOR	<u>Eight</u>	DOLLARS	
AND	<u>90</u>	CENTS	<u>\$8.00</u> /FT
			<u>\$4,000.00</u>

Per Linear Foot

13. 200 Feet

Bid per linear foot of 2" CUG rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR	<u>Thirty</u>	DOLLARS	
AND	<u>00</u>	CENTS	<u>\$30.00</u> /FT
			<u>\$6,000.00</u>

Per Linear Foot

14. 200 Feet

Bid per linear foot of 2" CUG rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR	<u>Thirty</u>	DOLLARS	
AND	<u>00</u>	CENTS	<u>\$30.00</u> /FT
			<u>\$6,000.00</u>

Per Linear Foot

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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15. 200 Feet

Bid per linear foot of 3" EUC, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR Forty DOLLARS

AND no CENTS  
Per Linear Foot

\$40.00/FT

\$8,000.00

16. 200 Feet

Bid per linear foot of 3" CUG, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR Thirty DOLLARS

AND no CENTS  
Per Linear Foot

\$30.00/FT

\$6,000.00

17. 200 Feet

Bid per linear foot of 4" CUG/EUC, rigid metal conduit, complete excavation, installation and original surface restoration, material and hook-up wiring

FOR Thirty DOLLARS

AND no CENTS  
Per Linear Foot

\$30.00/FT.

\$6,000.00

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
18.	200 Feet	Bid per linear foot of 4" CUG/CUR, PVC PIPE, complete excavation, installation and original surface restoration, material and hook-up wiring		
		FOR <u>Thirty</u> DOLLARS		
		AND <u>no</u> CENTS Per Linear Foot	<u>\$30.00</u> /FT	<u>\$6,000.00</u>
19.	Foundation (P) 2 UNITS	Installation of foundation (P) including all conduits, material, debris removal and all incidentals to install the cabinet and restoration of sidewalk to existing texture		
		FOR <u>Nine Hundred Fifty</u> DOLLARS		
		AND <u>no</u> CENTS Per Foundation	<u>\$950.00</u> /UNIT	<u>\$1,900.00</u>
20.	Foundation (SFK) 4 UNITS	Installation of foundation (SFK) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.		
		FOR <u>one thousand one hundred ten</u> DOLLARS		
		AND <u>no</u> CENTS Per Foundation	<u>\$1,110.00</u> /UNIT	<u>\$4,440.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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|-----|-----------------------------|---|------------------------|-------------------|
| 21. | Foundation (MCF)<br>2 UNITS | Installation of foundation (MCF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.<br><br>FOR <u>Nine Hundred fifty</u> DOLLARS<br>AND <u>no</u> CENTS<br>Per Foundation       | <u>\$9.50.00</u> UNIT  | <u>\$1,900.00</u> |
| 22. | Foundation (STF)<br>1 UNIT  | Installation of foundation (STF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.<br><br>FOR <u>Two Thousand two hundred</u> DOLLARS<br>AND <u>no</u> CENTS<br>Per Foundation | <u>\$2,200.00</u> UNIT | <u>\$2,200.00</u> |
| 23. | Foundation (SFT)<br>6 UNITS | Installation of foundation (SFT) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.<br><br>FOR <u>Five Hundred</u> DOLLARS<br>AND <u>no</u> CENTS<br>Per Foundation             | <u>\$500.00</u> UNIT   | <u>\$3,000.00</u> |

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
24.	Foundation (SPF) 10 UNITS	Installation of foundation (SPF) including any conduits, material, debris removal, and restoration of sidewalk to existing texture.  FOR <u>Five Hundred</u> DOLLARS  AND <u>no</u> CENTS Per Foundation	<u>\$500.00</u> /UNIT	<u>\$5,000.00</u>
25.	Junction Box (JB) 6 UNITS	Installation of new 18 x 36 Junction Box (Cast in Place) including any conduits and restoration of sidewalk to existing texture.  FOR <u>Six hundred Thirty</u> DOLLARS  AND <u>no</u> CENTS Per Junction Box	<u>\$630.00</u> /UNIT	<u>\$3,780.00</u>
26.	Junction Box (Frame) 10 UNITS	Installation of new 18 x 36 Junction Box frame to replace existing frame, and restoration of sidewalk to existing texture.  FOR <u>Three Hundred Fifty</u> DOLLARS  AND <u>no</u> CENTS Per Junction Box Frame	<u>\$350.00</u> /UNIT	<u>\$3,500.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
27.	500 Linear Feet	9"X20" Concrete Vertical Curb complete excavation, Re-installation and surface restoration		
		FOR <u>Twenty</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$20.00</u> /FT	<u>\$10,000.00</u>
			Per Linear Foot	
28.	500 Square Yard	4" Thick Concrete Sidewalk complete excavation, re-installation and surface restoration		
		FOR <u>Twenty</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$20.00</u> /SY	<u>\$10,000.00</u>
			Per Square Yard	
29.	Foundation Removal 6 UNITS	Foundation Removal to up to 1 Ft. (One Foot) below grade, including Removal and clearance of debris; and restoration of sidewalk to existing texture (P, SFT, SPT, SFK, MCF, STF, M, & OTHER TRAFFIC RELATED FOUNDATIONS)		
		FOR <u>Four Hundred</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$400.00</u> /UNIT	<u>\$2,400.00</u>
			Per Unit	

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## SUPPLY OF SPECIAL ITEMS (#30 TO #119) FOR EMERGENCY MAINTENANCE (EXCLUDING LABOR & EQUIPMENT)

### VIDEO DETECTION

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|-----|---------|---|
| 30. | 5 Units | 1 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead) |
|-----|---------|---|

FOR Three Thousand four Hundred DOLLARS

AND no CENTS  
Per Unit

\$3,400.00 UNIT \$17,000.00

- |     |         |              |
|-----|---------|--------------|
| 31. | 0 Units | ITEM DELETED |
|-----|---------|--------------|

- |     |          |   |
|-----|----------|---|
| 32. | 10 Units | 2 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead) |
|-----|----------|---|

FOR Six Thousand five Hundred DOLLARS

AND no CENTS  
Per Unit

\$6,500.00 UNIT \$65,000.00

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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33.	5 Units	3 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead)		
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FOR Nine Thousand Four Hundred DOLLARS

AND NO CENTS  
Per Unit

\$9,400.00 UNIT \$47,000.00

34	5 Units	4 Video Camera Detection System, with remote zoom & focus, including high sensitivity color imager, camera mounting bracket, cabinet mounting panel, min. 250 lf of field wire/cable, baluns & all material for complete installation (excluding removal of existing loop lead)		
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FOR Ten Thousand Five Hundred DOLLARS

AND NO CENTS  
Per Unit

\$10,500.00 UNIT \$52,500.00

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## TRAFFIC SIGNAL POLES, ARMS, ASSEMBLIES

35.	2 POLES	Pole TYPE K w/cap FOR <u>Eight Hundred Eighty Five</u> DOLLARS AND <u>no</u> CENTS Per Pole	<u>\$885.00</u> /UNIT	<u>\$1,770.00</u>
36.	10 POLES	Pole TYPE T w/cap FOR <u>Five Hundred Ninety Five</u> DOLLARS AND <u>no</u> CENTS Per Pole	<u>\$595.00</u> /UNIT	<u>\$5,950.00</u>
37.	10 POLES	Pole TYPE Pedestal w/cap FOR <u>Three Hundred Sixty</u> DOLLARS AND <u>no</u> CENTS Per Pole	<u>\$360.00</u> /UNIT	<u>\$3,600.00</u>
38.	10 POLES	Pole TYPE Pedestal (10 FT FOR SQUARE SCREW-IN BASE) FOR <u>Four Hundred</u> DOLLARS AND <u>no</u> CENTS Per Pole	<u>\$400.00</u> /UNIT	<u>\$4,000.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBER	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
39.	5 POLES	Pole TYPE Pedestal (14 FT FOR SQUARE SCREW-IN BASE) FOR <u>Four Hundred</u> DOLLARS AND <u>no</u> CENTS Per Pole	<u>\$400.00</u> /UNIT	<u>\$2,000.00</u>
40.	10 BASES	Transformer Base TYPE K FOR <u>Eight Hundred</u> DOLLARS AND <u>no</u> CENTS Per Base	<u>\$800.00</u> /UNIT	<u>\$8,000.00</u>
41.	20 BASES	Transformer Base TYPE T FOR <u>Four Hundred Sixty Five</u> DOLLARS AND <u>no</u> CENTS Per Base	<u>\$465.00</u> /UNIT	<u>\$9,300.00</u>
42.	15 BASES	Transformer Base TYPE Pedestal (Square) FOR <u>One Hundred Eighty</u> DOLLARS AND <u>no</u> CENTS Per Base	<u>\$180.00</u> /UNIT	<u>\$2,700.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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43.	7 ASSEMBLIES	Pole TYPE K with K Transformer Base & Anchor Bolts FOR <u>One Thousand Five Hundred Twenty Five</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$1,595.00</u> /UNIT	<u>\$11,165.00</u>
44.	10 ASSEMBLIES	Pole TYPE T with TB/2 Transformer Base & Anchor Bolts FOR <u>One Thousand Two Hundred</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$1,200.00</u> /UNIT	<u>\$12,000.00</u>
45.	10 ASSEMBLIES	Pole TYPE Pedestal with Pedestal Transformer Base & Anchor Bolts FOR <u>Four Hundred Sixty</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$460.00</u> /UNIT	<u>\$4,600.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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46. 15 DOORS

Transformer Base Door, TYPE K  
(not included in Preventative Maintenance Replacement)

FOR Fifty DOLLARS

AND no CENTS  
Per Door

\$50.00 /UNIT

\$ 750.00

47. 25 DOORS

Transformer Base Door, TYPE T  
(not included in Preventative Maintenance Replacement)

FOR Fifty DOLLARS

AND no CENTS  
Per Door

\$50.00 /UNIT

\$ 1,250.00

48. 15 DOORS

Transformer Base Door, TYPE Pedestal  
(not included in Preventative Maintenance Replacement)

FOR Fifty DOLLARS

AND no CENTS  
Per Door

\$50.00 /UNIT

\$ 750.00

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
49.	2 ASSEMBLIES	TYPE 12 K Pole Mast Arm with Clamps FOR <u>Nine Hundred Twenty Five</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$975.00</u> /UNIT	<u>\$1,950.00</u>
50.	2 ASSEMBLIES	TYPE 15 K Pole Mast Arm with Clamps FOR <u>One Thousand One Hundred fifty</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$1,150.00</u> /UNIT	<u>\$2,300.00</u>
51.	2 ASSEMBLIES	TYPE 20 K Pole Mast Arm with Clamps FOR <u>One Thousand Two Hundred</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$1,200.00</u> /UNIT	<u>\$2,400.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
52.	4 ASSEMBLIES	TYPE 25 K Pole Mast Arm with Clamps FOR <u>One thousand five hundred</u> DOLLARS AND <u>NO</u> CENTS Per Assembly	\$ <u>1,500.00</u> /UNIT	\$ <u>6,000.00</u>
53.	4 ASSEMBLIES	TYPE 12 T Pole Mast Arm with Clamps FOR <u>Seventy, blunder Eighty</u> DOLLARS. AND <u>NO</u> CENTS Per Assembly	\$ <u>780.00</u> /UNIT	\$ <u>3,120.00</u>
54.	4 ASSEMBLIES	TYPE 15 T Pole Mast Arm with Clamps FOR <u>Seven hundred twenty five</u> DOLLARS AND <u>NO</u> CENTS Per Assembly	\$ <u>445.00</u> /UNIT	\$ <u>3,100.00</u>
55.	6 ASSEMBLIES	TYPE 20 T Pole Mast Arm with Clamps FOR <u>Seven hundred Ninety five</u> DOLLARS AND <u>NO</u> CENTS Per Assembly	\$ <u>745.00</u> /UNIT	\$ <u>4,470.00</u>

# BID SHEET

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56.	20 UNITS	SLIP FITTERS FOR PEDESTAL POLES FOR <u>One Hundred</u> DOLLARS AND <u>no</u> CENTS Per Unit	<u>\$100.00</u> /UNIT	<u>\$2,000.00</u>
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## SIGNAL ASSEMBLIES

57.	25 ASSEMBLIES	Traffic Signal Assembly - 12" w/LED Module & Visors, 3 Section (Red, Yellow, Green), Single (including truss hanger and all hardware & wiring to mount signals) FOR <u>Five Hundred Fifty</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$550.00</u> /UNIT	<u>\$13,750.00</u>
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58.	25 ASSEMBLIES	Traffic Signal Assembly - 12" w/LED Module & Visors, 3 Section (Red, Yellow, Green), Back to Back (including truss hanger and all hardware & wiring to mount signals) FOR <u>Eight Hundred</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$800.00</u> /UNIT	<u>\$20,000.00</u>
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# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
59.	15 ASSEMBLIES	Traffic Signal Assembly - 12" w/LED Module & Visors, 4 Section (R, Y, G, Bimodal), Single (including truss hanger and all hardware & wiring to mount signals)  FOR <u>Five Hundred Eighty</u> DOLLARS  AND <u>NO</u> CENTS Per Assembly	<u>\$580.00/UNIT</u>	<u>\$8,700.00</u>
60.	20 ASSEMBLIES	Traffic Signal Assembly - 12" w/LED Module & Visors, 4 Section (R, Y, G, Bimodal), Back to Back (including truss hanger and all hardware & wiring to mount signals)  FOR <u>Nine Hundred</u> DOLLARS  AND <u>NO</u> CENTS Per Assembly	<u>\$900.00/UNIT</u>	<u>\$18,000.00</u>
61.	15 ASSEMBLIES	Traffic Signal Assembly - 12" w/LED Module & Visors, 3 Section (Arrows), Single (including truss hanger and all hardware & wiring to mount signals)  FOR <u>Four Hundred Fifty</u> DOLLARS  AND <u>NO</u> CENTS Per Assembly	<u>\$450.00/UNIT</u>	<u>\$6,750.00</u>

# BID SHEET

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62.	20 ASSEMBLIES	Traffic Signal Assembly - 12" w/LED Module & Visors, 3-Section (Arrows), Back to Back (including truss hanger and all hardware & wiring to mount signals)		
		FOR <u>Seven hundred Fifty</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$ 750.00</u> UNIT	<u>\$ 15,000.00</u>
		Per Assembly		

63.	25 MODULES	Traffic Signal Module - 12" w/LED Dual Indication Arrow (Green/Yellow)		
		FOR <u>One hundred fifteen</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$ 115.00</u> UNIT	<u>\$ 2,875.00</u>
		Per Module		

# BID SHEET

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64.	25 ASSEMBLIES	Traffic Signal Assembly - 8" w/LED Module & Visors, 3 Section (Red, Yellow, Green), Single (including truss hanger and all hardware to mount signals)		
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FOR Four Hundred Twenty Six DOLLARS

AND NO CENTS \$426.00 /UNIT \$10,650.00  
Per Assembly

65.	25 ASSEMBLIES	Traffic Signal Assembly - 8" w/LED Module & Visors, 3 Section (Red, Yellow, Green), Back to Back (including truss hanger and all hardware to mount signals)		
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FOR Seven Hundred Fifty DOLLARS

AND NO CENTS \$750.00 /UNIT \$18,750.00  
Per Assembly

66.	25 MODULES	12" Vehicular Signal LED Module, Red Ball		
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FOR Seventy Five DOLLARS

AND NO CENTS \$75.00 /UNIT \$1,875.00  
Per Module

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
67.	25 MODULES	12" Vehicular Signal LED Module, Yellow Ball		
		FOR <u>Seventy Five</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
		Per Module		
68.	25 MODULES	12" Vehicular Signal LED Module, Green Ball		
		FOR <u>Seventy Five</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
		Per Module		
69.	25 MODULES	12" Vehicular Signal LED Module, Red Arrow		
		FOR <u>Seventy Five</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
		Per Module		

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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70.	25 MODULES	12" Vehicular Signal LED Module, Yellow Arrow		
		FOR <u>Seventy Five</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
		Per Module		

71.	25 MODULES	12" Vehicular Signal LED Module, Green Arrow		
		FOR <u>Seventy Five</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
		Per Module		

72.	25 MODULES	8" Vehicular Signal LED Module, Red		
		FOR <u>Seventy Five</u> DOLLARS		
		AND <u>NO</u> CENTS	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
		Per Module		

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
73.	25 MODULES	8" Vehicular Signal LED Module, Yellow FOR <u>Seventy Five</u> DOLLARS AND <u>NO</u> CENTS Per Module	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
74.	25 MODULES	8" Vehicular Signal LED Module, Green FOR <u>Seventy Five</u> DOLLARS AND <u>NO</u> CENTS Per Module	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
75.	30 UNITS	Universal Joint & Wire Outlet, Bronze FOR <u>One Hundred Ninety</u> DOLLARS AND <u>NO</u> CENTS Per Unit	<u>\$190.00</u> /UNIT	<u>\$5,700.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
76.	25 BRACKETS	Traffic Signal Bracket - 1-Way FOR <u>One Hundred Fifty</u> DOLLARS AND <u>no</u> CENTS Per Bracket	<u>\$150.00</u> /UNIT	<u>\$3,750.00</u>
77.	25 BRACKETS	Traffic Signal Bracket - 2-Way FOR <u>Three Hundred Forty</u> DOLLARS AND <u>no</u> CENTS Per Bracket	<u>\$340.00</u> /UNIT	<u>\$8,500.00</u>
78.	10 BRACKETS	Traffic Signal Bracket - 3-Way FOR <u>Four Hundred</u> DOLLARS AND <u>no</u> CENTS Per Bracket	<u>\$400.00</u> /UNIT	<u>\$4,000.00</u>
79.	5 BRACKETS	Traffic Signal Bracket - 4-Way FOR <u>Three Hundred Seventy</u> DOLLARS AND <u>no</u> CENTS Per Bracket	<u>\$370.00</u> /UNIT	<u>\$1,850.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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80.	25 VISORS	Traffic signal Visor (8")		
		FOR <u>Twenty Five</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$25.00</u> /UNIT	<u>\$625.00</u>
		Per Visor		

81.	25 VISORS	Traffic signal Visor (12")		
		FOR <u>Thirty Five</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$35.00</u> /UNIT	<u>\$875.00</u>
		Per Visor		

82.	30 ASSEMBLIES	Pedestrian Signal Assembly w/ LED Module (with assorted hardware to mount signal head)		
		FOR <u>Two hundred Seventy</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$270.00</u> /UNIT	<u>\$8,100.00</u>
		Per Assembly		

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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83	25 ASSEMBLIES	Pedestrian Signal Assembly w/ LED Module and Count Down Timer (with assorted hardware to mount signal head)		
		FOR <u>Four Hundred Eighty</u> DOLLARS		
		AND <u>NO</u> CENTS	\$ <u>480.00</u> / UNIT	\$ <u>12,000.00</u>
		Per Assembly		

84	25 MODULES	Pedestrian Signal LED Module		
		FOR <u>Ninety Nine</u> DOLLARS		
		AND <u>NO</u> CENTS	\$ <u>99.00</u> / UNIT	\$ <u>2,475.00</u>
		Per Module		

85	25 MODULES	Pedestrian Signal LED Module with Countdown Timer		
		FOR <u>Two Hundred Fifty Four</u> DOLLARS		
		AND <u>NO</u> CENTS	\$ <u>254.00</u> / UNIT	\$ <u>6,350.00</u>
		Per Module		

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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86.	50 BRACKETS	Pedestrian Signal Bracket - Pole Mount FOR <u>One Hundred Fifty</u> DOLLARS AND <u>NO</u> CENTS Per Bracket	<u>\$150.00</u> /UNIT	<u>\$7,500.00</u>
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87.	25 BRACKETS	Pedestrian Signal Bracket - Post Top Mount FOR <u>Seventy Five</u> DOLLARS AND <u>NO</u> CENTS Per Bracket	<u>\$75.00</u> /UNIT	<u>\$1,875.00</u>
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88.	30 BRACKETS	Astro Bracket (3 Section) FOR <u>One Hundred Fifty</u> DOLLARS AND <u>NO</u> CENTS Per Bracket	<u>\$150.00</u> /UNIT	<u>\$4,500.00</u>
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# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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89.	30. BRACKETS	Astro Bracket (4 Section) FOR <u>One Hundred Seventy Four</u> DOLLARS AND <u>NO</u> CENTS Per Bracket	<u>\$175.00</u> /UNIT	<u>\$5,250.00</u>
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90.	2 BRACKETS	Astro Bracket (For Dog House Signal) FOR <u>Two Hundred fifty</u> DOLLARS AND <u>NO</u> CENTS Per Bracket	<u>\$250.00</u> /UNIT	<u>\$500.00</u>
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91.	100 ASSEMBLIES	Pedestrian Push Button and Sign Assembly (not included in Preventative Maintenance Replacement) FOR <u>Eighty Two</u> DOLLARS AND <u>NO</u> CENTS Per Assembly	<u>\$82.00</u> /UNIT	<u>\$8,200.00</u>
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# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## CABLE

92.	5,000LF	2 Conductor Signal Cable #14 AWG	FOR <u>One</u> DOLLARS AND <u>no</u> CENTS Per Linear Foot	\$ <u>1.00</u> /FT <u>\$ 5,000.00</u>
93.	5,000LF	7 Conductor Signal Cable #14 AWG	FOR <u>Three</u> DOLLARS AND <u>Sixty</u> CENTS Per Linear Foot	\$ <u>3.60</u> /FT <u>\$ 18,000.00</u>
94.	5,000LF	12 Conductor Signal Cable #14 AWG	FOR <u>Four</u> DOLLARS AND <u>no</u> CENTS Per Linear Foot	\$ <u>4.00</u> /FT <u>\$ 20,000.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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95.	2,000LF	Shielded Communication Cable, 12 Pair, #19 AWG		
		FOR <u>One</u> DOLLARS		
		AND <u>Fifty</u> CENTS Per Linear Foot	<u>\$1.50</u> /FT	<u>\$3,000.00</u>

96.	2,000LF	5/16" Diameter Suspension Strand		
		FOR <u>Zero</u> DOLLARS		
		AND <u>Forty</u> CENTS Per Linear Foot	<u>\$ .40</u> /FT	<u>\$800.00</u>

97.	3,000LF	Video Detection Cable		
		FOR <u>One</u> DOLLARS		
		AND <u>Fifty</u> CENTS Per Linear Foot	<u>\$1.50</u> /FT	<u>\$4,500.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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98.	0 LF	ITEM DELETED		
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99.	1,000LF	Ground Conductor (Bare) Cable #6 AWG		
		FOR <u>one</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$1.00</u> /FT	<u>\$1,000.00</u>
		Per Linear Foot		

100.	5 CASES (144/CASE)	67 Watts Incandescent Lamps		
		FOR <u>Five Hundred</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$500.00</u> /CASE	<u>\$2,500.00</u>
		Per Case		

101.	6 CASES	3M Signal Bulb (Par - 150 Watt)		
		FOR <u>Three Hundred Sixty</u> DOLLARS		
		AND <u>no</u> CENTS	<u>\$364.00</u> CASE	<u>\$2,184.00</u>
		Per Case		

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
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## CONTROLLER CABINET

102.	5 CABINETS	Meter Cabinet Type M (Complete 4 Phase) FOR One Thousand Four Hundred DOLLARS	\$1,200.00/UNIT	\$6,000.00
		AND NO CENTS Per Cabinet		

103.	5 CABINET SHELLS	8 Phase NEMA TYPE P CABINET SHELL FOR One Thousand Four Hundred DOLLARS	\$1,400.00/CABINET SHELL	\$7,000.00
		AND NO CENTS Per Cabinet Shell		

104.	5 ASSEMBLIES	Controller Cabinet Assembly 8 Phase NEMA with Detector Racks & NAZTEC D Panel (Complete with controller) OR EQUAL Eleven Thousand FOR One Hundred Fifty DOLLARS	\$1,150.00/ASSEMBLY	\$5,750.00
		AND NO CENTS Per Assembly		

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
105.	20 CONTROLLERS	Traffic Controller, NAZTEC 981 TS2 Type 2 Master/Local Controller w/EEPROM Mod. & Internal 9600 FSK TS2 Modem OR EQUAL  FOR <u>Two Thousand Two Hundred</u> DOLLARS AND <u>no</u> CENTS Per Controller	<u>no</u> /CONTROLLER	<u>\$44,000.00</u>
106	5 CONTROLLERS	NAZTEC 980 TS2 MASTER CONTROLLER OR EQUAL FOR <u>Two Thousand Two Hundred</u> DOLLARS AND <u>no</u> CENTS Per Controller	<u>\$2,200.00</u> /CONTROLLER	<u>\$11,000.00</u>
107.	30 MONITORS	Conflict Monitor FOR <u>Eight Hundred fifty</u> DOLLARS AND <u>no</u> CENTS Per Monitor	<u>\$850.00</u> /MONITOR	<u>\$25,500.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
108.	10 ASSEMBLIES	Loop Amplifier Assembly, Four Channel FOR <u>Three Hundred Fifty</u> DOLLARS AND <u>NO</u> CENTS Per Assembly	<u>\$350.00</u> / ASSEMBLY	<u>\$3,500.00</u>
109.	100 UNITS	Load Pack Unit FOR <u>Forty</u> DOLLARS AND <u>NO</u> CENTS Per Unit	<u>\$40.00</u> / UNIT	<u>\$4,000.00</u>
110.	50 UNITS	Flasher Pack Unit FOR <u>Forty</u> DOLLARS AND <u>NO</u> CENTS Per Unit	<u>\$40.00</u> / UNIT	<u>\$2,000.00</u>
111.	10 SWITCHES	Mercury Switch FOR <u>Seventy</u> DOLLARS AND <u>NO</u> CENTS Per Switch	<u>\$70.00</u> / UNIT	<u>\$700.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
112.	30 SWITCHES	Transfer Relays FOR <u>Forty</u> DOLLARS AND <u>no</u> CENTS Per Switch	<u>\$40.00</u> /UNIT	<u>\$1,200.00</u>
113.	5 BRACKETS	Upper Bracket for School Flashing Beacons (6061-T6 powdercoated aluminum) FOR <u>Seventy Five</u> DOLLARS AND <u>no</u> CENTS Per Bracket	<u>\$75.00</u> /UNIT	<u>\$375.00</u>
114.	5 BRACKETS	Lower Bracket for School Flashing Beacons (6061-T6 powder coated aluminum) FOR <u>Seventy Five</u> DOLLARS AND <u>no</u> CENTS Per Bracket	<u>\$75.00</u> /UNIT	<u>\$375.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
115.	5 ASSEMBLY	Cell Phone Programmable Solar Panel Assembly for School Flashing Beacons (equipped with system controls, batteries and SMS & FTP messaging capability) (Solar Panels: 4.5W, 6V, 765mA; Sealed Lead Acid Battery: 25 Ah, 2V, BC Cell)	FOR <u>Five Thousand</u> DOLLARS AND <u>no</u> CENTS Per Assembly	<u>\$5,000.00</u> ASSEMBLY <u>\$25,000.00</u>
116.	20 SETS (4/SET)	Set of 4 (2V) Batteries for Programmable Solar Panel Assembly for School Flashing Beacons (Sealed Lead Acid Battery: 25 Ah, 2V, BC Cell)	FOR <u>Two Hundred Ninety five</u> DOLLARS AND <u>no</u> CENTS Per Set	<u>\$295.00</u> /SET <u>\$5,900.00</u>
117.	500 SQUARE FEET	Suspended Street Name Signs with Mounting Brackets Double Sided with 3M reflective reverse green/white screening & bordered Dimensions 18" (min.) x 48" with increments of 6" (maximum 60") Blade thickness minimum 5/16" Aluminum Letters 10" Street name 5" Street designation (abbreviated & raised) Only first alphabet in upper case lettering and no punctuations	FOR <u>Forty Five</u> DOLLARS AND <u>no</u> CENTS Per Square Foot	<u>\$45.00</u> /SF <u>\$22,500.00</u>

# BID SHEET

ITEM	APPROXIMATE QUANTITIES	UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICES IN NUMBERS	AMOUNT BID (UNIT PRICE TIMES QUANTITY)
118.	100 KITS	3M Splice Kits FOR <u>Thirty</u> DOLLARS AND <u>no</u> CENTS Per Kit	<u>\$30.00</u> /KIT	<u>\$3,000.00</u>
119.	100 SECTIONS	Traffic Safety Chain w/ SS Bolts & Nuts FOR <u>Thirty Five</u> DOLLARS AND <u>no</u> CENTS Per Section	<u>\$35.00</u> /SECTION	<u>\$3,500.00</u>
APPLICATION OF THERMOPLASTIC PAVEMENT MARKINGS (AS AND WHEN REQUIRED)				
120.	10,000 LINEAR FEET	4 inch thermoplastic pavement marking (LABOR & EQUIPMENT INCLUDED) FOR <u>zero</u> DOLLARS AND <u>Seventy Five</u> CENTS Per Linear Foot	<u>\$0.75</u> /FT	<u>\$7,500.00</u>

Gross Sum of Total Bid written in words	One Million		
Five hundred Seventy Two Thousand			
Three hundred Seventy Nine Dollars			
and no Cents			

CONTRACTOR Jen Electric, Inc.

Gross Sum of	DOLLARS	CENTS
Total Bid written in figures	\$ 1,572,379	00

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-905  
Agenda No. 10.0  
Approved: NOV 29 2017  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AURORA ENVIRONMENTAL INC. FOR THE STORAGE TANKS REMOVAL ON THE PJP CHECK CASHING SITE, PROJECT NO. 12-009 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised bids for the **Storage Tanks Removal on the PJP Check Cashing Site, Project No. 12-009** for the Department of Administration/Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City (City) has received **(5) Bids**, the lowest responsible bid being that from **Aurora Environmental Inc., 1102 Union Avenue, Union Beach, NJ 07735**, in the total bid amount of **Two Hundred Twenty Nine Thousand, Six Hundred Forty (\$229,640.00) Dollars**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **Two Hundred Twenty Nine Thousand, Six Hundred Forty (\$229,640.00) Dollars** is available in **Capital Acct #04-215-55-117-990**; and

#### **Dept. of Administration/Division of Engineering, Traffic & Transportation**

Acct. No.	P.O. #		Amount
04-215-55-117-990	127044	Capital Acct	\$229,640.00
02-215-55-117-990	127045	Contingency	\$45,928.00
		Total Encumbrancy	\$275,568.00

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Aurora Environmental Inc.** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. and be it further

**RESOLVED**, this contract award shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 17-905Agenda No. 10-Q **NOV 29 2017**

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AURORA ENVIRONMENTAL INC. FOR THE STORAGE TANKS REMOVAL ON THE PJP CHECK CASHING SITE, PROJECT NO. 12-009 FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account shown below:

**Dept. of Administration/Division of Engineering, Traffic & Transportation**

Acct. No.	P.O. #		Amount
04-215-55-117-990	127044	Capital Acct	\$229,640.00
02-215-55-113-990	127045	Contingency	<u>\$45,928.00</u>
		Total Encumbrance	<u>\$275,568.00</u>

Approved by Peter Folgado, PPPS  
for Peter Folgado, Director of Purchasing, QPA

PF/pc  
11/15/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_ Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AURORA ENVIRONMENTAL, INC. FOR THE STORAGE TANKS REMOVAL ON THE PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

**Project Manager**

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, PE, CME	Municipal Engineer
Phone/email	201-547-6986	jcunha@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The Project consists of the removal of a regulated 20,000-gallon gasoline underground storage tank (UST); removal of a regulated 20,000-gallon diesel UST; removal of a regulated 6,000-gallon kerosene UST; removal of a 550-gallon unregulated heating oil UST; removal of a 250-gallon waste oil containing Aboveground Storage Tank (AST); installation of test pits around suspected anomalies; removal of canopy, pump islands and appurtenance associated with the tanks and offsite disposal of all waste generated from this Work.

**Cost (Identify all sources and amounts)**

04-215-55-117-990: \$229,640.00  
04-215-55-117-990: \$45,928.00

**Contract term (include all proposed renewals)**

One year upon Notice to Proceed

Type of award Fair and Open

If "Other Exception", enter type

**Additional Information****BIDDERS:**

Aurora Environmental Inc.:	\$229,640.00
Shore Systems Group LLC:	\$229,875.00
T. R. Weniger Inc.:	\$561,000.00
T. Slack Environmental Services Inc.:	\$313,850.00
Vollers Excavating & Construction Inc.:	\$254,393.00

I certify that all the facts presented herein are accurate.

 FOR  
Signature of Municipal Engineer

11/15/2017  
Date

  
Signature of Business Administrator

11-15-17  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** November 15, 2017  
**TO:** Peter Folgado, Purchasing Director  
**FROM:** Robert Kakoleski, Business Administrator  
**SUBJECT:** Award Recommendation  
**PJP Check Cashing Site: Storage Tanks Removal**  
**Jersey City Project No. 12-009**

After review of analysis by the Department of Administration, Division of Engineering, Traffic and Transportation of five (5) bids received on November 14, 2017 for the above referenced project, I recommend that a contract in the amount of \$229,640.00 be awarded to:

**AURORA ENVIRONMENTAL, INC.**  
**1102 UNION AVENUE**  
**UNION BEACH, NJ 07735**

Kindly draft an awarding resolution as per the attached is a Fact Sheet. Please proceed and utilize the below listed requisitions, including a 20% contingency in the amount of \$45,928.00 for a total amount of \$275,568.00

<b>Requisition #</b>	<b>Account #</b>	<b>Account Type</b>		<b>Amount</b>
0180864	04-215-55-117-990	Capital	\$	229,640.00
0181289	04-215-55-117-990	Capital	\$	45,928.00
<b>TOTAL:</b>			\$	<u>275,568.00</u>

Please do not hesitate to call me should you have any questions.

CC: Jose R. Cunha, PE, CME, Municipal Engineer  
Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supv. Adm. Analyst



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION**

Municipal Services Complex  
13-15 Linden Avenue East | Jersey City, NJ 07305  
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** November 15, 2017  
**TO:** Robert Kakoleski, Business Administrator  
**FROM:** Jose R. Cunha, PE, CME, Municipal Engineer *JRC*  
**SUBJECT:** Award Recommendation  
PJP Check Cashing Site: Storage Tanks Removal  
Jersey City Project No. 12-009

After review of five (5) bids received on November 14, 2017 for the above referenced project, the Department of Engineering, Traffic and Transportation recommends that a contract in the amount of \$229,640.00 be awarded to:

**AURORA ENVIRONMENTAL, INC.**  
**1102 UNION AVENUE**  
**UNION BEACH, NJ 07735**

Attached is a Fact Sheet to be used in drafting awarding resolutions. Please proceed and utilize the below listed requisitions, including a 20% contingency in the amount of \$45,928.00 for a total amount of \$275,568.00

Requisition #	Account #	Account Type	Amount
0180864	04-215-55-117-990	Capital	\$ 229,640.00
0181289	04-215-55-117-990	Capital	\$ 45,928.00
<b>TOTAL:</b>			<b>\$ 275,568.00</b>

Please do not hesitate to call me should you have any questions.

CC: Raquel Tosado, Contractor Manager  
Paola Campbell, Purchasing Division  
Dawn Odom, Supv. Adm. Analyst

**APPROVED**  
*[Signature]*  
Asst. Business Administrator

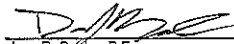
**CITY OF JERSEY CITY – PJP CHECK CASHING SITE – STORAGE TANKS REMOVAL – PROJECT NO. 12-009**

<b>BID ANALYSIS</b>			<b>BID RECEIVED DATE: 11/14/2017</b>		<b>ENGINEER'S ESTIMATE</b>		<b>AURORA ENVIRONMENTAL INC.</b>		<b>SHORE SYSTEMS GROUP LLC*</b>		<b>T. R. WENIGER INC.</b>		<b>T. SLACK ENVIRONMENTAL SERVICES INC.</b>		<b>VOLLERS EXCAVATING &amp; CONSTRUCTION INC.</b>	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>RATE</b>	<b>AMOUNT</b>
1	MOBILIZATION	LS 1	\$ 65,000.00	\$ 65,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,075.00	\$ 8,075.00		
2	GENERAL DEMOLITION	LS 1	\$ 20,000.00	\$ 20,000.00	\$ 21,140.00	\$ 21,140.00	\$ 15,000.00	\$ 15,000.00	\$ 130,000.00	\$ 130,000.00	\$ 20,000.00	\$ 20,000.00	\$ 49,860.00	\$ 49,860.00		
3	DEMOLITION OF 20,000-GALLON GASOLINE UNDERGROUND STORAGE TANK (UST)	LS 1	\$ 50,000.00	\$ 50,000.00	\$ 14,000.00	\$ 14,000.00	\$ 43,000.00	\$ 43,000.00	\$ 97,000.00	\$ 97,000.00	\$ 35,900.00	\$ 35,900.00	\$ 16,350.00	\$ 16,350.00		
4	DEMOLITION OF 20,000-GALLON DIESEL UNDERGROUND STORAGE TANK (UST)	LS 1	\$ 50,000.00	\$ 50,000.00	\$ 14,000.00	\$ 14,000.00	\$ 43,000.00	\$ 43,000.00	\$ 93,000.00	\$ 93,000.00	\$ 35,900.00	\$ 35,900.00	\$ 16,085.00	\$ 16,085.00		
5	DEMOLITION OF 6,000-GALLON KEROSENE UNDERGROUND STORAGE TANK (UST)	LS 1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 13,000.00	\$ 13,000.00	\$ 38,000.00	\$ 38,000.00	\$ 12,850.00	\$ 12,850.00	\$ 12,200.00	\$ 12,200.00		
6	DEMOLITION OF 550-GALLON HEATING OIL TANK	LS 1	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,560.00	\$ 4,560.00		
7	DEMOLITION OF 550-GALLON WASTE OIL ABOVEGROUND STORAGE TANK	LS 1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00		
8	DEMOLITION OF FORMER DIESEL UST'S PUMP ISLAND	LS 1	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 40,000.00	\$ 40,000.00	\$ 14,200.00	\$ 14,200.00	\$ 3,850.00	\$ 3,850.00		
9	TEST PIT EXCAVATION AND BACKFILL	UNIT 4	\$ 2,000.00	\$ 8,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 165.50	\$ 662.00		
10	LOAD, HAUL AND DISPOSAL OF EXCAVATED MATERIAL CLASSIFIED AS ID-27 TO KEEGAN LANDFILL	TON 500	\$ 300.00	\$ 150,000.00	\$ 100.00	\$ 50,000.00		\$ -	\$ 70.00	\$ 35,000.00	\$ 160.00	\$ 80,000.00	\$ 117.00	\$ 58,500.00		
11	LOAD, HAUL AND DISPOSAL OF EXCAVATED MATERIAL CLASSIFIED AS ID-27 TO ALTERNATE DISPOSAL FACILITY LANDFILL	TON 500	\$ 350.00	\$ 175,000.00	\$ 62.00	\$ 31,000.00	\$ 48.75	\$ 24,375.00	\$ 70.00	\$ 35,000.00	\$ 65.00	\$ 32,500.00	\$ 38.50	\$ 19,250.00		
12	TESTING FOR WASTE CLASSIFICATION FOR OFFSITE DISPOSAL OF ALL EXCAVATED MATERIALS	AL 1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
13	GENERAL CONSTRUCTION	AL 1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		
<b>Total Base Price.....</b>				<b>\$643,000.00</b>		<b>\$229,640.00</b>		<b>\$229,875.00</b>		<b>\$561,000.00</b>		<b>\$313,850.00</b>		<b>\$254,393.00</b>		

\* Note: Item 10 was left blank in Shore Systems Group LLC's bid

Hudson County  
City of Jersey City  
Department of Administration  
Division of Engineering, Traffic, & Transportation

I hereby certify that this is a true copy of the bids received.

 FOR  
Jose R. Cunha, P.E.  
Division Director  
N.J. License Number: 46961

Prepared by: Justina Cheng  
14-Nov-17

## SCHEDULE OF PRICES

Based on careful examination of the full set of Bidding Documents including the "Notice to Bidders", the "Instruction to Bidders", and the "General Conditions" as well as the entire Specifications, including any and all Addenda issued prior to the bidding date, along with the complete set of Contract Drawings, for;

### PJP TRUCK STOP + CHECK CASHING + FUEL STOP JERSEY CITY, NEW JERSEY STORAGE TANKS REMOVAL

as well as inspection of all the premises and conditions affecting the work, the undersigned contractor proposes to furnish all materials, systems labor and equipment called for and/or necessary to complete all Project Work and material kindred thereto; all in accordance with the said Documents, the Bidder will complete the work for the following prices:

<u>Description (Refer to Section 01 22 13)</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 1. For Mobilization, the Lump Sum of: ten thousand _____ Dollars And <u>00/100</u> _____ Cents (\$ 10,000.00 _____)	Lump Sum	\$ <u>10,000.00</u>
Item 2. For General Demolition, the Lump Sum of: twenty one thousand one hundred forty _____ Dollars And <u>00/100</u> _____ Cents (\$ 21,140.00 _____)	Lump Sum	\$ <u>21,140.00</u>
Item 3. For Demolition of 20,000-gallon Gasoline Underground Storage Tank (UST), the Lump Sum of: fourteen thousand _____ Dollars And <u>00/100</u> _____ Cents (\$ 14,000.00 _____)	Lump Sum	\$ <u>14,000.00</u>

<u>Description (Refer to Section 01 22 13)</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
<p>Item 4. For Demolition of 20,000-gallon Diesel UST, the Lump Sum of:</p> <p><u>fourteen thousand</u> Dollars And <u>00/100</u> Cents</p> <p>(\$ <u>14,000.00</u> )</p>	Lump Sum	\$ <u>14,000.00</u>
<p>Item 5. For Demolition of 6,000-gallon Kerosene UST, the Lump Sum of:</p> <p><u>seventy five hundred</u> Dollars And <u>00/100</u> Cents</p> <p>(\$ <u>7,500.00</u> )</p>	Lump Sum	\$ <u>7,500.00</u>
<p>Item 6. For Demolition of 550-gallon Heating Oil Tank, the Lump Sum of:</p> <p><u>twenty five hundred</u> Dollars And <u>00/100</u> Cents</p> <p>(\$ <u>2,500.00</u> )</p>	Lump Sum	\$ <u>2,500.00</u>
<p>Item 7. For Demolition of 550-gallon Waste Oil Aboveground Storage Tank, the Lump Sum of:</p> <p><u>twenty five hundred</u> Dollars And <u>00/100</u> Cents</p> <p>(\$ <u>2,500.00</u> )</p>	Lump Sum	\$ <u>2,500.00</u>
<p>Item 8. For Demolition of Former Diesel UST's Pump Island, the Lump Sum of:</p> <p><u>eight thousand</u> Dollars And <u>00/100</u> Cents</p> <p>(\$ <u>8,000.00</u> )</p>	Lump Sum	\$ <u>8,000.00</u>

<u>Description (Refer to Section 01 22 13)</u>	<u>Estimated Quantities</u>	<u>Computed Totals</u>
Item 9. For Test Pit Excavation and Backfill, the Unit Price of: <u>one thousand</u> Dollars And <u>00/100</u> Cents (\$ <u>1,000.00</u> )	4 Each	\$ <u>4,000.00</u>
Item 10. For Load, Haul, and Disposal of Excavated Material Classified as ID-27 to Keegan Landfill, the Unit Price of: <u>one hundred</u> Dollars And <u>00/100</u> Cents (\$ <u>100.00</u> )	500 Tons	\$ <u>50,000.00</u>
Item 11. For Load, Haul, and Disposal of Excavated Material Classified as ID-27 to Alternate Disposal Facility Landfill, the Unit Price of: <u>sixty two</u> Dollars And <u>00/100</u> Cents (\$ <u>62.00</u> )	500 Tons	\$ <u>31,000.00</u>
Item 12. For Testing for Waste Classification for Offsite Disposal of All Excavated Materials, an Allowance of: <u>Fifteen Thousand</u> Dollars And <u>Zero</u> Cents (\$ <u>15,000</u> )	Allowance	\$ 15,000
Item 13. For General Construction, an Allowance of: <u>Fifty Thousand</u> Dollars And <u>Zero</u> Cents (\$ <u>50,000</u> )	Allowance	\$ 50,000
TOTAL BID (Item Nos. 1 through 13): <u>two hundred twenty two</u> Dollars <u>thousand three hundred 00/100</u> Cents and The Total is the sum of the computed totals of all items 1-13, inclusive.		\$ <u>229,640.00</u>

PROPOSAL (CONTINUED)

The undersigned is

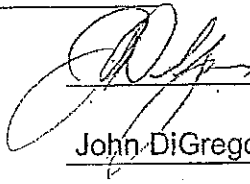
☐ (an individual)

☒ (a corporation) under the laws

☐ (a partnership)

of the State of New Jersey having offices  
at 1102 Union Avenue Union Beach, N.J.

Signed



Name

John DiGregorio

(Type or Print)

Title

President

Company

Aurora Environmental, Inc.

Address

1102 Union Avenue

Union Beach, N.J. 07735

Phone

732-888-1188

Fax

732-888-1190

E-Mail

john@auroraenvironmentalinc.com

(Seal if Bid is by a Corporation)

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

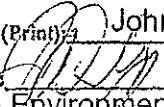
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): John DiGregorio/President

Representative's Signature: 

Name of Company: Aurora Environmental, Inc. Tel. No.: 732-888-1188 Date: 11/13/17

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): John DiGregorio/President

Representative's Signature: [Signature]

Name of Company: Aurora Environmental, Inc.

TEL No.: 732-888-1188

Date: 11/13/17

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Aurora Environmental, Inc.  
Address : 1102 Union Avenue Union Beach, N.J. 07735  
Telephone No. : 732-888-1188  
Contact Name: John DiGregorio

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

#### Definitions:

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

- African American: a person having origins in any of the black racial groups of Africa
- Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.
- Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

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Contact Name: John DiGregorio

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

#### Definitions:

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Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City  
Department of Administration  
Office of Equal Opportunity/Affirmative Action

Project: Storage Tanks Removal # 12-009

Contractor: Aurora Environmental, Inc. Bid Amt. \$ 219,000

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electrical	\$10,000	✓		

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

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Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Electrical	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Storage Tanks Removal Jersey City Project No. 12-009

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electrical	MBE Mark III Electric 215 Main St. Madison, N.J.	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

Our officer personnel continually look to retain minority and women owned business to assist in our ongoing projects.

Name of Contractor Aurora Environmental, Inc.

By: Signature 

Type or print name/title: John DiGregorio - President

Telephone No: 732-888-1188 Date: November 13, 2017

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

MWBE Page 3 Project Storage Tanks Removal Jersey City Project No. 12-009

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. \$ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Electrical	MBE Mark III Electric. 215 Main St. Madison, N.J.	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Name of Contractor Aurora Environmental, Inc.

By: Signature 

Type or print name/title: John DiGregorio - President

Telephone No: 732-888-1188 Date November 13, 2017

For City Use:

Acceptable M/W Business Participation levels for this Project: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_

PURCHASING COPY

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
AURORA ENVIRONMENTAL, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0084213

ADDRESS  
1102 UNION AVE  
UNION BEACH NJ 07735-3424

ISSUANCE DATE:

09/13/01

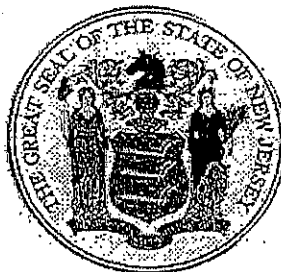
EFFECTIVE DATE:  
11/08/95

*Patricia A. Chiacchis*

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2016**  
Aurora Environmental Inc.

**Responsible Representative(s):**

John DiGregorio, President

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-906  
Agenda No. 10.R  
Approved: NOV 29 2017  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF SPEER GOLD AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE EMERGENCY SERVICES UNIT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City (City), Department of Public Safety, Police Emergency Services Unit needs to purchase ammunition for its 45 caliber automatic handguns; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

**WHEREAS**, Lawmen Supply Company, 7150 Airport Highway, Pennsauken, New Jersey 08109 is in possession of state contract A81295, and will provide ammunition for a total amount of one hundred eighteen thousand, three hundred forty eight dollars and seventy five cents (\$118,348.75); and

**WHEREAS**, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract
01-201-25-240-218	126987	A81295	\$118,348.75

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Lawmen Supply Company for the purchase and delivery of Speer Gold ammunition.
2. The term of the contract will be completed upon delivery of the goods and services.
3. The total contract amount is \$118,348.75.
4. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

(Continued to page 2)

City Clerk File No. Res - 17-906Agenda No. 10-RTITLE: NOV 29 2017

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF SPEER GOLD AMMUNITION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE EMERGENCY SERVICES UNIT**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract
01-201-25-240-218	126987	A81295	\$118,348.75

Approved by: Peter Folgado, Director of Purchasing  
RPPO, QPA

11/15/17  
Date

PF/pv/RR  
11/15/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
asst Corporation Counsel

Certification Required ☒

Not Required

☐ APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET -- CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO LAWMEN SUPPLY COMPANY FOR THE PURCHASE AND DELIVERY OF AMMUNITION UNDER STATE CONTRACT FOR DEPARTMENT OF PUBLIC SAFETY, POLICE EMERGENCY SERVICES UNIT

**Initiator**

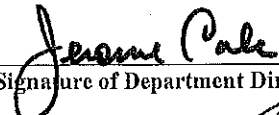
Department/Division	Public Safety (Police Division)	
Name/Title	Jerome Cala	
Phone/email	Ext. 4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

For the Purchase of Ammunition for mandated training for all members of the Police Division

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

11/13/17  
Date

  
Signature of Purchasing Director

11/15/17  
Date

218

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

Req #: \_\_\_\_\_

Date: July 27, 2017

The following supplies are required by the Police Property Room for use by: Pistol Range

☐ New Items

☒ Replacement Items

Quantity	Unit	Item Description	Approx/Total Cost
325,000	Rounds	.45 Caliber Automatic Handgun Ammunition	
		Speer Gold Dot Hollow Point 230 grain	
		Item # 53966 - \$ 364.15 per thousand rounds	\$118,348.75
		See Attached Quote	
		PLEASE EXPEDITE	
		Vendor:	
		Lawmen Supply Company	
		(Municipal Emergency Services)	
		7115 Airport Highway	
		Pennsauken New Jersey 08109	
		Phone 856-488-4499 or 1-855-529-6361	
		Fax 1-800-436-6019	
		Contact Person & Sale Representative	
		Jason Durie	
		Office Phone - 856-488-4499	
		Cell Phone 201-994-6137	

**Justification / Usage:**

Ammunition needed for police officers and recruit training and qualifications

ABOVE ITEM USED BY ALL POLICE UNITS

Requested by: Paul Pawchak *Paul Pawchak* Unit Commander

Approved by: \_\_\_\_\_ District Commander

\_\_\_\_\_ Division Commander

*DIC [Signature]* Chief of Police

*Louanna Moody* Director of Police

# LAWMEN SUPPLY COMPANY

1484 E. Lebanon Road, Rt 10  
Dover, DE 19901

## Quote

Date 7/20/2017  
Quote # QT1110150  
Expires 8/19/2017  
Sales Rep Durie, Jason H  
PO #  
Shipping Method FedEx Ground  
Shipping Code (2)

**Bill To**  
Jersey City Police Dept  
1 Journal Square  
FISCAL OFFICE  
Jersey City NJ 07306

**Ship To**  
jersey City ESU  
13-15 East Linden Avenue  
Jersey City NJ 07307

ITEM	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
53966	CASE2 0BOXS SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE AMMUNITION 45 AU *** 325000 Rounds ***	325	364.15	118,348.75

\*\*\* Signed FET form required prior to ordering \*\*\*  
\*\*\* NJ State Contract A81295 \*\*\*

Subtotal 118,348.75  
Shipping Cost (FedEx Ground) 0.00  
Total \$118,348.75

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1110150



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** LAWMEN SUPPLY COMPANY OF NEW JERSEY, INC.  
**Trade Name:**  
**Address:** 7150 AIRPORT HWY  
PENNSAUKEN, NJ 08109  
**Certificate Number:** 0071847  
**Effective Date:** January 12, 1984  
**Date of Issuance:** November 15, 2017

**For Office Use Only:**

20171115105128489

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James Ferrari President  
Representative's Signature: [Signature]  
Name of Company: Lawrence Scarb Company, NJ  
Tel. No.: 856-488-4499 Date: 11/9/2017

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.: 856-488-4499

Date: 11/9/2017

Chris Ferrari President  
*[Signature]*  
Lawrence Supply Co. of NJ

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Lawmen Supply Co of NJ  
Address: 7150 Airport Hwy Pennsauken NJ 08109  
Telephone No.: 856-488-4499  
Contact Name: Chris Ferrari

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



CITY OF JERSEY CITY  
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, Q.P.A., P.P.D.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Chris Ferrari of the firm of Lawmen Supply Co. of NJ  
the Contractor who submitted the lowest responsible bid for the project known as

I executed the Proposal submitted to the City of Jersey City with the full authority to do  
so. As of the date of execution of this Certification on this 9<sup>th</sup> day of November  
2017, the firm of Lawmen Supply Co. of NJ has not been suspended or debarred  
from submitting bid proposals by the United States of America, its departments,  
divisions, and agencies or by the State of New Jersey, its departments, divisions, and  
agencies.

I certify that the foregoing statements are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Chris Ferrari / Lawmen Supply Co.  
(Name of Contractor)

Signed By: Chris Ferrari

Dated: 11-9-17

Title: President

ANDREA CANAVATCHEL  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 2423798  
My Commission Expires 8/8/2022

Sworn and subscribed to before me  
This 9<sup>th</sup> day of Nov, 2017

Andrea Canavatchel

\*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award  
Term Contract(s)**

**T-0106  
POLICE AND HOMELAND SECURITY EQUIPMENT  
AND SUPPLIES - STATEWIDE**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to KRISTI THOMAS

Downloadable NOA Documents (Please utilize scroll bar on right side of box if necessary to view all documents)
<p align="center"><a href="#">Download All Documents</a></p> <ul style="list-style-type: none"> <li>• <a href="#">State Contract Manager</a> Adobe PDF (7 kb)</li> <li>• <a href="#">Price List Link</a></li> <li>• <a href="#">Subcontractor List</a> Adobe PDF (137 kb)</li> <li>• <a href="#">Amendment #1 - Product Addition</a> Adobe PDF (76 kb)</li> <li>• <a href="#">Amendment #2 - Product Addition</a> Adobe PDF (30 kb)</li> <li>• <a href="#">Amendment #3 - Additional Distributors</a> Adobe PDF (28 kb)</li> <li>• <a href="#">Amendment #4 - Product Addition</a> Adobe PDF (14 kb)</li> <li>• <a href="#">Amendment #5 - Product Addition</a> Adobe PDF (6 mb)</li> <li>• <a href="#">Amendment #6 - Product Addition</a> Adobe PDF (24 kb)</li> <li>• <a href="#">Amendment #7 - Additional Distributors</a> Adobe PDF (12 kb)</li> <li>• <a href="#">Amendment #8 - Product Addition</a> Adobe PDF (48 kb)</li> <li>• <a href="#">Amendment #9 - Additional Distributors</a> Adobe PDF (15 kb)</li> <li>• <a href="#">Amendment #10 - Product Cancellation</a> Adobe PDF (44 kb)</li> <li>• <a href="#">Amendment #11 - Product Addition</a> Adobe PDF (46 kb)</li> <li>• <a href="#">Amendment #12 - Product Addition</a> Adobe PDF (130 kb)</li> <li>• <a href="#">Amendment #13 - Additional Distributors</a> Adobe PDF (12 kb)</li> <li>• <a href="#">Amendment #14 - Product Addition</a> Adobe PDF (26 kb)</li> <li>• <a href="#">Amendment #15 - Price List Update(s)</a> Adobe PDF (156 kb)</li> <li>• <a href="#">Amendment #16 - Price List Update(s)</a> Adobe PDF (4 mb)</li> <li>• <a href="#">Amendment #17 - Product Addition</a> Adobe PDF (36 kb)</li> </ul> <p>The <a href="#">Download All Documents</a> hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. <a href="#">Click here</a> to learn more about WinZip or to download the latest version from the WinZip web site.</p> <p>Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. <a href="#">Click here</a> to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.</p>

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

Index #:	T-0106
Contract #:	VARIOUS
Contract Period:	FROM: 05/01/12 TO: 12/26/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	21817
Bid Open Date:	01/11/12
CID #:	1039379
Commodity Code:	680-04
Set-Aside:	NONE

Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	LAKELAND INDUSTRIES INC 3555 VETERANS MEMOIAL HWY SUITE C RONKANKAMA, NY 11779
Contact Person:	DANIEL EDWARDS
Contact Phone:	631-981-9700
Order Fax:	631-981-9751
Contract#:	81302
Expiration Date:	12/26/17
Terms:	NONE
Delivery:	6 WEEKS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	LANIGAN ASSOCIATES INC 496 SHREWSBURY AVENUE TINTON FALLS, NJ 07701
Contact Person:	JOE LANIGAN
Contact Phone:	732-530-0447
Order Fax:	732-530-5320
Contract#:	81299
Expiration Date:	12/26/17
Terms:	2% 10 NET 30
Delivery:	8 WEEKS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	LASER TECHNOLOGY INC C/O KEY BANK 6912 SOUTH QUENTIN STRET CENTENNIAL, CO 80112
Contact Person:	CHERI LUCERO
Contact Phone:	303-649-1000
Order Fax:	303-649-9710
Contract#:	81322
Expiration Date:	12/26/17
Terms:	NONE
Delivery:	14 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN, NJ 08109
Contact Person:	NAOMI MCCUNNEY
Contact Phone:	609-965-7307
Order Fax:	609-965-7324
Contract#:	81295

Expiration Date:	12/26/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	MINE SAFETY APPLIANCES CO 1000 CRANBERRY WOOD DR PO BOX 426 PITTSBURGH, PA 15230
Contact Person:	RICHARD ROCCO
Contact Phone:	800-672-2222
Order Fax:	800-967-0398
Contract#:	81357
Expiration Date:	12/26/17
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	MOBILE VISION INC 400 COMMONS WAY SUITE F ROCKAWAY, NJ 07866
Contact Person:	JOHN POWERS
Contact Phone:	800-336-8475
Order Fax:	973-257-3024
Contract#:	81311
Expiration Date:	12/26/17
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	YES
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	MOOSE BOATS INC 274 SEARS POINT ROAD PETALUMA, CA 94954
Contact Person:	STEPHEN DIRKES
Contact Phone:	707-778-9828
Order Fax:	707-778-9827
Contract#:	81317
Expiration Date:	12/26/17
Terms:	NONE
Delivery:	190 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
Vendor Name & Address:	MUNICIPAL EQUIPMENT ENTERPRISES LLC

		EST QUANTITY		% DISCOUNT	
00036	COMM CODE: 680-52-082652 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: FIREARMS - ACCESSORIES BRAND: BERETTA  P/L DATED: 2012 LE - MSRP	1.000	EACH	15.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00234	COMM CODE: 680-12-082664 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: LEATHER/NYLON GOODS BRAND: JP COURTLAND  DELIVERY: 8 WEEKS ARO P/L DATED: 1/1/12 - RETAIL	1.000	EACH	41.00%	N/A
Vendor: LASER TECHNOLOGY INC C/O KEY BANK		Contract Number: 81322			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00071	COMM CODE: 680-77-082661 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: LASER GUNS/RADAR GUNS BRAND: LASER TECH  P/L DATED: 1/5/12 - RETAIL	1.000	EACH	10.00%	N/A
Vendor: LAWREN SUPPLY CO NJ INC		Contract Number: 81295			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 680-04-029394 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: BLOUNT/SPEER/GOLD DOT  P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 1	1.000	EACH	10.00%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 680-04-021202 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: BLOUNT/SPEER/GOLD DOT 124 GR JHP NON-PLUS P, LOTS OF 50,000 TO 99,999 ROUNDS P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 2	1.000	EACH	9.50%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 680-04-021201 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: BLOUNT/SPEER/GOLD DOT	1.000	EACH	9.00%  MARKUP	N/A

4	124 GR JHP NON-PLUS P, IN LOTS OF 100,000 ROUNDS AND UP.  P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 3				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 680-04-002203 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBER AND TYPES BRAND: CCI  P/L DATED: 12/21/11 - LE DIST LESS FET P/L #: SPEER LE LINE 4	1.000	EACH	10.00%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 680-04-031945 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: HORNADY  P/L DATED: 2012 - DIST FET OUT	1.000	EACH	7.40%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 680-04-036399 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: AMMUNITION (NEW) ALL CALIBERS AND TYPES BRAND: SINUNITION  P/L DATED: 1/6/12 - DIS. W/O FET	1.000	EACH	17.00%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 680-52-021217 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: BUSHMASTER  DELIVERY: 30 DAYS ARO P/L DATED: 11/1/11 - DIST W/O FET	1.000	EACH	10.80%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 680-52-021218 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS BRAND: GLOCK  P/L DATED: 4/15/22 - DIST. DEALER AGENCY P/L #: FRM-72-23/REV 12	1.000	EACH	8.20%  MARKUP	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 680-52-021222 [POLICE, CORRECTIONAL FACILITY AND...]  ITEM DESCRIPTION: FIREARMS - SHOTGUNS, RIFLES, HANDGUNS	1.000	EACH	10.30%  MARKUP	N/A

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-907  
Agenda No. 10.S  
Approved: NOV 29 2017  
TITLE:



**RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC TO REPRESENT POLICE OFFICER MATTHEW KILROY IN THE MATTER OF MARCOS BERDECIA AND DAVID BONARDI V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, Police Officer Matthew Kilroy was named in a complaint filed by Marcos Berdecia and David Bonardi in the United States District Court for the District of New Jersey alleging excessive force, false arrest, malicious prosecution, violation of civil rights; and

**WHEREAS**, Resolution 16.687, approved October 12, 2016, authorized a one year professional services contract with The Law Firm of Spiro, LLC for a total amount not to exceed \$75,000; and

**WHEREAS**, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

**WHEREAS**, the lawsuit is still ongoing and it is necessary for the City to ratify the renewal of its professional services contract with The Law Firm of Spiro, LLC for an additional twelve month period effective October 12, 2017 and to increase the contract amount by an additional \$75,000; and

**WHEREAS**, Corporation Counsel has recommended the reappointment of outside counsel to this matter; and

**WHEREAS**, The Law Firm of Spiro, LLC is qualified to perform these services and will provide these services at the rate of **\$150.00 per hour**, including expenses, for a total contract amount not to exceed **\$75,000**; and

**WHEREAS**, funds in the amount of **\$75,000** are available in account no. **17-01-201-23-210-312**; and

**WHEREAS**, The Law Firm of Spiro, LLC has submitted its certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

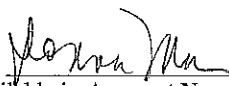
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement with The Law Firm of Spiro, LLC is hereby reauthorized for a one year period effective **October 12, 2017**, and amended to increase the contract amount by an additional **\$75,000** for a total contract amount of **\$150,000**.
2. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE:

**RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC TO REPRESENT POLICE OFFICER MATTHEW KILROY IN THE MATTER OF MARCOS BERDECIA AND DAVID BONARDI V. CITY OF JERSEY CITY, ET AL.**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. A copy of the Certification of Compliance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer  hereby certify that funds in the amount of \$75,000 are available in Account No.: 17-01-201-23-210-312 for payment of this resolution.

P.O.#127080

  
Donna Mauer, Chief Financial Officer

:xr  
11/01/17

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☒

Not Required ☐

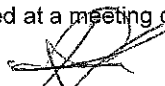
APPROVED 8-0

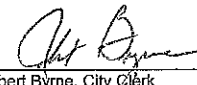
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF SPIRO, LLC TO REPRESENT POLICE OFFICER MATTHEW KILROY IN THE MATTER OF MARCOS BERDECIA AND DAVID BONARDI V. CITY OF JERSEY CITY, ET AL.**

**Project Manager**

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

A contract for representation pertaining to a Complaint filed by Marcos Berdecia and Davie Bonardi v. City of Jersey City where the City is conflicted from representing Police Officer Matthew Kilroy, therefore the City is retaining this firm.

**Cost (Identify all sources and amounts)**

\$75,000.00  
17-01-201-23-210-312

**Contract term (include all proposed renewals)**

One Year

Type of award Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

## Outside Counsel Agreement

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Spiro, LLC, 830 Morris Turnpike, Short Hills, New Jersey 07078 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Marcos Berdecia and David Bonardi v. City of Jersey City, et al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### I. CONFLICTS OF INTEREST

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)

- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

**H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

**I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

#### **IV. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is

compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

#### **V. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **VI. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of

termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

## **VII. GENERAL TERMS**

### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts.

### **B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

---

**Robert Byrne**  
**City Clerk**

---

**Robert Kakolessi**  
**Business Administrator**

**WITNESS:**

**Spiro, LLC**

---

**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract/compliance](http://www.state.nj.us/treasury/contract/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jason Spiro

Representative's Signature: Jason Spiro

Name of Company: Spiro Law LLC dba Spiro Harrison

Tel. No.: 973-232-0881

Date: 10/24/17



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)  
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. ASSIGNED CERTIFICATION NUMBER	ISSUE DATE	EXPIRATION DATE

3. COMPANY NAME  
Spiro Law LLC dba Spiro Harrison

4. STREET CITY COUNTY STATE ZIP CODE  
830 Morris Turnpike FL 2 Short Hills Essex NJ 07078

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE  
☐ 1. Lost Certificate ☐ 2. Damaged ☒ 3. Other (Specify)

Renewal

SECTION B - SIGNATURE AND IDENTIFICATION

6. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
Jason Spiro	<i>Jason Spiro</i>	Managing Member	10 24 17
7. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)			
830 Morris Turnpike, FL 2 Short Hills Essex NJ 07078 973-232-0881 -			

I certify that the information on this Form is true and correct.

SECTION C - OFFICIAL USE ONLY

RECEIVED DATE:	DIVISION OF REVENUE DLH #:

INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner. In the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

\*\*\*\*\*  
**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY**  
**Division of Contract Compliance & Equal Employment Opportunity**  
**VENDOR ACTIVITY SUMMARY REPORT**

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM 10/1/17 TO 10/15/17  
 NAME OF FACILITY: \_\_\_\_\_

Spiro Law LLC dba Spiro Harrison 830 Morris Turnpike, FL 2 Short Hills, Essex NJ 07078  
 Street City County State Zip Code

JOB CATEGORIES	MALE					FEMALE				
	Total	Black	Hispanic	AM.Indian	Asian	Non-Min.	Total	Black	Hispanic	AM.Indian
OFFICIALS & MANAGERS	1					1				
PROFESSIONALS	6		1		1	4	1			1
TECHNICIANS										
SALES WORKERS										
OFFICE & CLERICAL							1			1
CRAFTWORKERS										
OPERATIVES										
LABORERS										
SERVICE WORKERS										
TOTAL	7		1		1	5	2			2

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

SIGNATURE

DATE SUBMITTED

LAST FIRST MI

Spiro, Jason C.

*Jason Spiro*

10/24/17

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

830 Morris Turnpike, FL 2 Short Hills, NJ 07078

973-232-0881

\*\*\*\*\*

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the partner \_\_\_\_\_ of Spiro Harrison \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: \_\_\_\_\_ Jason Spiro

Representative's Signature: \_\_\_\_\_

Name of Company: \_\_\_\_\_ Spiro Law LLC dba Spiro Harrison

Tel. No.: \_\_\_\_\_ 973-232-0881

Date: \_\_\_\_\_ 10/24/17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Spiro Law llc dba Spiro Harrison

Address : 830 Morris Turnpike, Fl 2 Short Hills, NJ 07078

Telephone No. : 973-232-0881

Contact Name : Jeff Shooman

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Spiro Harrison (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 10/12/17 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Spiro Harrison (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Spiro Law LLC dba Spiro Harrison

Signed Jason Spiro

Title: Managing Member

Print Name: Jason Spiro

Date: 10/24/17

Subscribed and sworn before me  
this    day of   , 2  

(Affiant)

My Commission expires:   

(Print name & title of affiant) (Corporate Seal)

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY

### Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

### Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☒ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jason Spiro	28 Navesink Avenue Rumson, NJ 07760

### Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Spiro Law llc dba Spiro Harrison

Signed: Jason Spiro Title: Managing Member

Print Name: Jason Spiro Date: 10/24/17

Subscribed and sworn before me this \_\_\_\_ day of  
\_\_\_\_\_, 2\_\_\_\_.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-908

Agenda No. 10-T

Approved: NOV 29 2017

TITLE:



## RESOLUTION FIXING THE DATES AND TIMES FOR THE CAUCUSES AND REGULAR MEETINGS OF THE MUNICIPAL COUNCIL FOR THE YEAR 2018.

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING  
RESOLUTION

**WHEREAS**, the provisions of Chapter 231 of the laws of 1975 of the Open Public Meetings Act (otherwise known as the Sunshine Law) were enacted to insure the right of all citizens to have advanced notice of and to attend all meetings of public bodies at which any business affecting the public is discussed or acted upon; and

**WHEREAS**, all meetings of all public bodies wherein formal action, decisions or discussions relating to the public business may take place are required to be publicly announced and scheduled with adequate posting and advance notice of the time, date, location and to the extent known, the purpose of the agenda of each meeting (N.J.S.A. 10:4-6, et seq.).

**NOW, THEREFORE, BE IT RESOLVED**, that in keeping with the rules of the Municipal Council of the City of Jersey City, Chapter A-350, Sec. 3 of the code of the City of Jersey City;

- (a) The Council shall hold two regular meetings on the second and fourth Wednesdays of each month at 6:00 p.m., unless otherwise designated, with the exception of December when **one** regular meeting will be held. **The Council may, if it chooses to, hold a caucus one-half hour prior to regular meetings.**
- (b) The aforesaid regular meetings shall be held at the time set forth herein or as near to the times set forth as practicable.
- (c) Whenever the day fixed for any such regular meeting falls upon a day designated by law as a legal holiday, or upon a day when more than four (4) members of the governing body are attending a State or National conference or convention, such meeting shall be held at the same hour on the next succeeding day, not a holiday. Notwithstanding the foregoing, the Council, for good and sufficient reasons, may adjourn a regular scheduled Council meeting to another date and time in the month by setting a date and time for this rescheduled meeting at the previous regular meeting of the Council.
- (d) The Council will hold a caucus on the Monday prior to every regular meeting at 5:30 p.m., unless otherwise designated. Whenever the day fixed for any such caucus falls upon a day designated by law as a legal holiday, such caucus shall be held at the same hour on the next succeeding day, not a holiday. The caucuses will be held in the Efrain Rosario Memorial Caucus Room, Room 204 on the second floor of City Hall, located at 280 Grove Street, Jersey City.

TITLE:

**NOV 29 2017**

- (e) All regular and special meetings of the Council shall be held in the Anna Cucci Memorial Council Chambers on the second floor of City Hall, located at 280 Grove Street, Jersey City. The Council by a two-thirds (2/3) vote of its members may at any preceding meeting, move to dispense with the next following semi-monthly meeting, but there shall at all times be at least one (1) monthly regular meeting.
- (f) The Council, may, by resolution duly adopted by at least five (5) affirmative votes, designate a different place from the City Hall to hold any regular or special meeting. Upon the adoption of any such resolution, the City Clerk shall give due and timely notice to the public and to all City officials concerned of the time and place of the meeting as so designated in the resolution. Such notice shall be given in accordance with the "Open Public Meetings Act", N.J.S.A. 10:4-6, et. seq.

City Clerk File No. Res. 17-908Agenda No. 10.TTITLE: **NOV 29 2017**

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Municipal Council of the City of Jersey City fixes the following dates and times for the caucuses and regular meetings for the year 2018:

<b>CITY OF JERSEY CITY MUNICIPAL COUNCIL MEETINGS - 2018</b>	
<b>Caucuses - Mondays - 5:30 p.m.</b> <i>(unless otherwise designated)</i>	<b>Meetings - Wednesdays - 6:00 p.m.</b> <i>(unless otherwise designated)</i>
<b>Reorganization Meeting</b> January 08 January 22	<b>January 01 - 7:00 p.m.</b> January 10 January 24
February 13 - <b>TUESDAY</b> February 26	February 14 February 28
March 12 March 26	March 14 March 28
April 09 April 23	April 11 April 25
May 07 May 21	May 09 May 23
June 11 June 25	June 13 June 27
July 16 - <b>10:00 a.m.</b>	July 18 - <b>10:00 a.m.</b>
August 13 - <b>10:00 a.m.</b>	August 15 - <b>10:00 a.m.</b>
September 11 - <b>TUESDAY</b> September 24	September 12 September 26
October 09 - <b>TUESDAY</b> October 22	October 10 October 24
November 05 November 19	November 07 November 20 - <b>TUESDAY</b>
December 17	December 19

**Note:** The council may hold a pre-meeting caucus one-half hour prior to any scheduled council meeting.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

\_\_\_\_\_

Corporation Counsel

Certification Required ☐Not Required ☒**APPROVED 5-2-1**

<b>RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
GADSDEN	✓			OSBORNE	<b>ABSTAINED</b>			WATTERMANN	<b>ABSENT</b>		
BOGGIANO	✓			ROBINSON		✓		LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council\_\_\_\_\_  
Robert Byrne, City Clerk

# 2018

## JANUARY

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## FEBRUARY

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## MARCH

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## APRIL

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## JUNE

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## IMPORTANT DATES

### JANUARY

1 New Year's Day  
15 Martin Luther King Jr. Day

### FEBRUARY

2 Groundhog Day  
6 Constitution Day (M)  
14 Valentine's Day  
14 Ash Wednesday  
16 Chinese New Year  
19 Presidents' Day  
19 Eastern Orthodox Lent begins  
24 Flag Day (M)

### MARCH

11 Daylight Saving Time begins  
17 St. Patrick's Day  
19 Benito Juarez's Birthday observed (M)  
20 Spring begins  
25 Palm Sunday  
30 Passover begins at sundown  
30 Good Friday

### APRIL

1 April Fools' Day  
1 Easter  
2 Easter Monday (C)  
8 Eastern Orthodox Easter  
12 Holocaust Remembrance Day  
22 Earth Day  
25 Administrative Professionals Day

### MAY

1 Labor Day (M)  
5 Battle of Puebla (M)  
10 Mother's Day (M)  
13 Mother's Day  
15 First of Ramadan begins at sundown  
19 Armed Forces Day  
21 Victoria Day (C)  
28 Memorial Day

### JUNE

14 Flag Day  
14 (Eid) al Fitr begins at sundown  
17 Father's Day  
21 Summer begins  
24 St. Jean Baptiste Day (Quebec)

### JULY

2 Canada Day (C)  
4 Independence Day

### AUGUST

6 Civic Holiday (C)  
21 (Eid) al Adha begins at sundown

### SEPTEMBER

3 Labor Day  
9 Rosh Hashanah begins at sundown  
11 Patriot Day  
11 First of Muharram begins at sundown  
16 Independence Day (M)  
18 Yom Kippur begins at sundown  
20 Ashura begins at sundown  
22 Autumn begins

### OCTOBER

8 Columbus Day  
8 Thanksgiving (C)  
12 Day of the Race (M)  
16 National Bosses Day  
24 United Nations Day  
31 Halloween

### NOVEMBER

1 All Saints Day  
2 All Souls Day  
4 Daylight Saving Time ends  
6 Election Day  
11 Veterans Day  
11 Remembrance Day (C)  
19 Revolution Day (M)  
22 Thanksgiving  
2 Hanukkah begins at sundown  
7 Pearl Harbor Remembrance Day  
12 Virgin of Guadalupe (M)  
21 Winter begins  
25 Christmas  
26 Boxing Day (C)  
28 Kwanzaa begins  
31 New Year's Eve

## JULY

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## AUGUST

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## OCTOBER

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## NOVEMBER

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## DECEMBER

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30	31					



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5147 | F: 201 547 4833



ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

DATE : October 5, 2017  
TO : ALL DEPARTMENT DIRECTORS  
FROM : ROBERT J. KAKOLESKI, BUSINESS ADMINISTRATOR  
SUBJECT : HOLIDAYS - CALENDAR YEAR 2018

PLEASE POST

Holiday	Day	Date
New Year's Day	Monday	January 1
Martin Luther King, Jr.'s Birthday	Monday	January 15
Lincoln's Birthday	Monday	February 12
President's Day	Monday	February 19
Good Friday	Friday	March 30
Memorial Day	Monday	May 28
Independence Day	Wednesday	July 4
Labor Day	Monday	September 3
Columbus Day	Monday	October 8
Election Day	Tuesday	November 6
Veterans' Day (OBSERVED)	Monday	November 12*
Thanksgiving Day	Thursday	November 22
Friday after Thanksgiving	Friday	November 23
Christmas	Tuesday	December 25

As you know, this only applies to employees covered by contracts which specifically grant the days as holidays. Department directors are responsible for seeing that essential services are performed.

c: Hon. Steven Fulop, Mayor  
Rolando Lavarro, Council President and Members of Municipal Council  
Robert Byrne, City Clerk

\*Note: Statutory holidays falling on a Saturday shall be celebrated on the preceding Friday.  
Statutory holidays falling on a Sunday shall be celebrated on the following Monday.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-909

Agenda No. 10.U

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR COURT INNOVATION (A PROJECT OF THE FUND FOR THE CITY OF NEW YORK) AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION

**COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:**

**OFFERED AND MOVED**

**WHEREAS**, the City requires the technical assistance and training of a "community-based violence prevention" expert to expand upon Jersey City's criminal justice reform and public safety agenda and develop a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of violence and to develop recommendations for a comprehensive, data-driven strategy to improve system and community response to violence; and

**WHEREAS**, the City researched providers and found that, based upon all the information available to the City at this time, the Center for Court Innovation ("Center"), a project of the Fund for the City of New York, a corporation that the Internal Revenue service has determined to be tax exempt under IRS 501 (c) (3), having its principal office located at 121 Sixth Avenue, New York, NY was the only provider operational in New Jersey with such expertise; and

**WHEREAS**, the Center has proposed to partner with the City of Jersey City, its Department of Health and Human Services, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the Director of the Department of Health and Human Services ("HHS") has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE  
CENTER FOR COURT INNOVATION (A PROJECT OF THE  
FUND FOR THE CITY OF NEW YORK) AS AN  
EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT  
PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE  
AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION**

**WHEREAS**, the Center submitted a proposal dated October 31, 2017 indicating that it will provide the services for the sum of \$139,925.00; and

**WHEREAS**, the HHS Department Director has certified that these services qualify as extraordinary, unspecifiable services (EUS) under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, funds in the amount of \$139,925.00 are available in Account No. 01-201-27-330-314; and

**WHEREAS**, the Center has completed and submitted a Business Entity Disclosure Certification which certifies that the Center has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Center from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Center has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the resolution authorizing the award and the contract itself must be available for public inspection. **NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached contract with Center for Court Innovation to provide technical assistance to HHS as set forth above; and

2. The total contract amount is \$139,925.00 and shall run for a period of nine months, to be begin upon the date of execution of the agreement by City officials; and

TITLE: **NOV 29 2017**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE  
CENTER FOR COURT INNOVATION (A PROJECT OF THE  
FUND FOR THE CITY OF NEW YORK) AS AN  
EXTRAORDINARY, UNSPECIFIABLE SERVICE WITHOUT  
PUBLIC BIDDING TO PROVIDE TECHNICAL ASSISTANCE  
AND TRAINING FOR COMMUNITY VIOLENCE PREVENTION**

3. This contract is awarded without competitive bidding as an "Extraordinary, Unspecifiable Service" (EUS) in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law because of the reasons stated in the certification attached hereto; and

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution; and

5. A notice of this contract shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award; and

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection; and

7. This Agreement shall be subject to the condition that the Center for Court Innovation provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Maurer, Donna Maurer Chief Financial Officer, hereby certify that funds in the amount of \$139,925.00 are available in Account No. 01-201-27-330-314 P.O. # 127187

BD  
11/17/17

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
APPROVED: [Signature] Corporation Counsel  
Business Administrator  
Certification Required ☐  
Not Required ☒ **APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11-29-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET -CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Resolution**

Resolutions Authorizing An Agreement with the Center for Court Innovation (A Project of the Fund for the City of New York) as an Extraordinary, Unspecified Service Without Public Bidding to Provide technical Assistance and Training.

**Initiator**

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

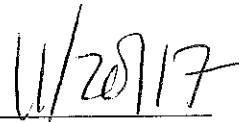
**Resolution Purpose**

Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York  
Cost: Not to exceed \$ 139,925.00  
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impact of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

**I certify that all the facts presented herein are accurate.**

  
Signature of Department Director

  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**

H.H.S. | 199 SUMMIT AVENUE | JERSEY CITY, NJ 07304  
P: 201 547 6800 | F: 201 547 5168



STACEY L. FLANAGAN  
DIRECTOR

**MEMORANDUM**

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO THE CENTER FOR COURT INNOVATION  
(A PROJECT OF THE FUND FOR THE CITY OF NEW YORK), AS AN EXTRAORDINARY, UNSPECIFIABLE  
SERVICE**

DATE: November 17, 2017

TO: Municipal Council

FROM: Stacey Flanagan  
Vivian Brady-Phillips

RE: EUS Contract for Technical Assistance

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Center for Court Innovation (CCI), a project of the nonprofit Fund for the City of New York  
Cost: Not to exceed \$ 139,925.00  
Period: Not to exceed 12 months

Purpose: To provide the City of Jersey City with technical assistance and training on a comprehensive needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and develop a set of community-informed recommendations for interventions rooted in a public health approach.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. Provide a clear description of the work to be done.

Despite decreasing overall crime trends, gun violence remains a troubling and complex public health challenge nationally as well as here in Jersey City. Across the country, a growing alliance of stakeholders—law enforcement, epidemiology, juvenile justice and others – have begun to recognize that violence is learned and preventable, and that data-driven and collaborative efforts can identify risk and protective factors. The Jersey City Department of Health and Human Services (HHS), has begun to pilot public health strategies to address

gun violence through various initiatives that engage local community groups and other stakeholders. However, to implement a broader system-wide strategy, HHS requires the assistance of an expert in the field who can help assess the challenges facing our highest-crime neighborhoods and develop responses informed by successful national models.

Working in collaboration with the Mayor's Office and Jersey City Police Department, HHS seeks to undertake a comprehensive needs assessment and feasibility study that will: identify community priorities, analyze crime incident and other relevant data to better understand patterns of violence and who both the victims and perpetrators are, identify system priorities, map community resources, and issue a report that includes data-driven recommendations and a timeline for proposed interventions.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The entity providing technical assistance for the community antiviolence needs assessment and feasibility study must be 1) well-versed in such work, 2) have expertise in the design of innovative approaches to public safety problems and violence prevention initiatives (including public health approaches to gun violence), 3) have experience in community engagement strategies including community survey design, and 4) have a familiarity with Jersey City.

CCI, the proposed contractor, is uniquely qualified to provide technical assistance and training regarding community engagement and to conduct needs assessments and feasibility studies focused on violence prevention. CCI, a project of the nonprofit Fund for the City of New York, conceives, plans, and operates programs that seek to test new ideas, solve difficult problems, and achieve system change. CCI's projects include community-based violence prevention projects, alternatives to incarceration, reentry initiatives, and court-based programs that reduce the use of unnecessary incarceration and promote positive individual and family change. CCI currently operates multiple community-based violence prevention projects, including four Save Our Streets sites, which replicate the CURE Violence model, a public health approach to reducing gun violence in targeted neighborhoods.

Over the last two decades, CCI has worked nationally and internationally with numerous jurisdictions, including Jersey City. In 2016, Jersey City first contracted with CCI to provide technical assistance to launch Jersey City's youth court program (CCI operates New Jersey's only other youth court program in Newark, NJ). CCI also provides ongoing technical assistance to the Jersey City Municipal Court to plan and implement the second community court in the state of New Jersey. This work is supported by a community court grant from the U.S. Department of Justice's Bureau of Justice Assistance, which selected CCI to provide technical assistance to all 10 municipalities awarded this competitive national grant. In addition, CCI has provided assistance and guidance

**Center for Court Innovation  
Jersey City Violence Reduction  
9-Month Period  
Budget Narrative**

**Personnel**

*Jethro Antoine, Director of New Jersey Programs*

Jethro Antoine will oversee the project, providing his expertise on New Jersey criminal justice programs, needs assessment and feasibility studies and community engagement. Mr. Antoine is the Center for Court Innovation's Director of New Jersey Programs. Mr. Antoine previously served as the first Planner and Project Director at the Center's Newark Community Solutions. Mr. Antoine received his BA from New York University, JD from New York Law School, and Masters of Public Administration from Columbia University. Working at an annual salary of \$146,900, Mr. Antoine will dedicate 10% of his time to the project for a nine-month period, for a cost of \$11,018.

*Ife Charles, Coordinator, Anti-Violence Programs*

Ife Charles will assist with anti-violence program development deliverables, such as identifying community priorities and community outreach. Ms. Charles is the Center for Court Innovation's Coordinator for Anti-Violence Programs. Ms. Charles previously served as the Deputy Director at the Center for Court Innovation's Crown Heights Community Mediation Center. Ms. Charles received her BA from Nyack College. Working at an annual salary of \$101,300, Ms. Charles will dedicate 10% of her time to the project for a nine-month period, for a cost of \$7,598.

*Medina Henry, Associate Director, Technical Assistance*

Medina Henry will assist with all technical assistance deliverables, such as identifying system priorities and mapping community resources. Ms. Henry is the Associate Director of Technical Assistance at the Center for Court Innovation. Ms. Henry previously served as the Planning Coordinator at the Red Hook Community Justice Center. Ms. Henry received her BA from Hunter College and Master in Public Administration from Baruch College. Working at an annual salary of \$84,900, Ms. Henry will dedicate 15% of her time to the project for a nine-month period, for a cost of \$9,551.

*Planner, TBD*

The Planner will assist with all project deliverables, such as mapping community resources, identifying system priorities, and producing a final report. Working at an annual salary of \$60,000, the Planner will dedicate 60% of his/her time to the project for a nine-month period, for a cost of \$27,000.

*Josy Hahn, Senior Research Associate*

Josy Hahn will be responsible for the design and execution of the project's research components, including data analysis to assess how frequently violence occurs, where it occurs, trends, and identities of victims and perpetrators. Dr. Hahn is the Senior Research Associate at the Center for Court Innovation. She previously served as the Research Associate at the Vera Institute of Justice. Dr. Hahn received her BA from Princeton University, Master of Public Health in Urban Health Administration from University of Medicine and Dentistry of New Jersey, and her PhD in Public Health from Harvard University. Working at an annual salary of \$87,500, Dr. Hahn will dedicate 35% of her time to the project for a nine-month period, for a cost of \$22,969.

*Umameheswari Jayapalan, Lead Information Architect*

Umameheswari Jayapalan will assist with analyzing and collecting data. Ms. Jayapalan is the Lead Information Architect at the Center for Court Innovation. Ms. Jayapalan has previously worked as a Software Engineer at Value Source Technologies in India. Ms. Jayapalan received her BS from the Anna University's College of Engineering and Masters in Information Technology from Rutgers University. Working at an annual salary of \$96,500, Ms. Jayapalan will dedicate 5% of her time to the project for a nine-month period, for a cost of \$3,619.

*Fringe Benefits*

Fringe Benefits for full-time employees are assessed at 32% of salaries and wages and consist of FICA at 7.07%, Health Insurance at 13.60%, Pension at 8.75%, Unemployment Insurance at 0.85%, Long and Short-Term Disability at 0.68%, Life Insurance and Accidental Death and Dismemberment at 0.77%, Transit Check at 0.13%, and Workers' Compensation at 0.15%. With total personnel costs of \$81,754, the fringe benefits will cost \$26,161.

*Subtotal Personnel: \$107,915*

**Other Than Personnel Costs**

*Travel*

The Center has budgeted \$116 for three staff members to travel to and from Jersey City. Travel costs are calculated as follows: \$2.75/PATH ride x 3 staff x 14 rides.

*Office Supplies*

The Center requests \$587 for office supplies, printing, and postage over the nine-month project period. These supplies are budgeted based upon prior years of operational experience at \$580/project FTE per year, which includes the costs of copy and fax paper, postage, copier toner, fax drums, writing pads, pens, pencils, file folders, binders, paper clips, post-its, etc. With 1.35 FTEs working on the project, the total costs will be \$587 ( $\$580/\text{FTE}/12\text{-months} \times 1.35 \text{ FTE} \times 9/12 \text{ months} = \$587$ ).

*Rent*

Dedicated project staff will be based in the Center's headquarters in Manhattan. Rent per FTE is calculated as follows: lease for 520 Eighth Ave, 18<sup>th</sup> Fl & 10<sup>th</sup> Fl, 24,500 sq ft): \$888,000 per yr/111 = \$8,000/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, rent will be \$8,100 ( $\$8,000/\text{FTE}/12\text{-months} \times 1.35 \text{ FTE} \times 9/12 \text{ months}$ ).

*Office Occupancy Costs*

Office occupancy costs for staff working at the Center's headquarters in Manhattan are estimated, based on prior fiscal year actual costs and contracted costs for office services. These estimates are used to calculate the annual office occupancy cost per FTE for an average of 111 full-time staff who work out of the Center's headquarters.

- *Repairs & Maintenance (cleaning, trash removal, exterminator, security, HVAC):* \$73,260 per yr/111 = \$660/pp @ 100% FTE;
- *Equipment Rental & Maintenance (copiers, fax machines, postage meter, water coolers):* \$28,860 per yr/111 = \$260/pp @ 100% FTE;

With 1.35 FTE dedicated to the project during the nine-month project period, estimated office occupancy costs will total \$932.

#### *Utilities*

Electricity costs for dedicated project staff based in the Center's headquarters in Manhattan are calculated for the nine-month project period as follows: \$66,600 per yr/111 = \$600/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, utilities will total \$608.

#### *Telephone and Internet Service*

Telephone and internet services for dedicated project staff based in the Center's headquarters in Manhattan are calculated for the nine-month project period as follows: \$35,520 per yr/111 = \$320/pp @ 100% FTE. With 1.35 FTE dedicated to the project during the nine-month project period, telephone and internet service will total \$324.

#### *Indirect Costs*

The National Center for Civic Innovation charges each grant or contract an administrative fee of 18% for personnel and payroll services, grant administration, accounting, annual audit fees, and fiscal oversight. The 18% administrative fee is charged each month on total program expenses (Personnel, OTPS and subcontracts up to \$25,000). Calculated against total direct costs of \$118,580, indirect costs will amount to \$21,345.

*Subtotal Other Than Personnel Costs: \$32,010*

*Total Project Costs: \$139,925*

**Fund for the City of New York: Center for Court Innovation**  
**Jersey City**  
**Jersey City Violence Reduction**  
**9-Month Period**

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**PERSONNEL**

Director of New Jersey Programs	J. Antoine	10%	11,018
Coordinator, Anti-Violence Programs	I. Charles	10%	7,598
Associate Director, Technical Assistance	M. Henry	15%	9,551
Planner	TBD	60%	27,000
Sr. Research Associate	J. Hahn	35%	22,969
Lead Information Architect	U. Jayapalan	5%	3,619

Subtotal	81,754
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Fringe @ 32%	26,161
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<b>TOTAL PERSONNEL</b>	<b>107,915</b>
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**OTPS**

TRAVEL	116
SUPPLIES	587
RENT	8,100
OFFICE OCCUPANCY COSTS	932
UTILITIES	608
TELEPHONE/INTERNET	324
INDIRECT COSTS @ 18%	21,345

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<b>TOTAL OTPS</b>	<b>32,010</b>
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<b>TOTAL</b>	<b>139,925</b>
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**Center for Court Innovation**  
**Community Violence in Jersey City: A Needs Assessment and Feasibility Study**  
**October 31, 2017**

**Project Description**

**Overview**

New Jersey has become a leader in criminal justice reform in recent years. In 2011, the state opened its first community court—Newark Community Solutions. Since then, Jersey City, under the leadership of Mayor Steven Folup, has continued to carry the banner of reform, launching New Jersey’s second youth court and taking on the challenge of implementing a community court with the support of the Justice Department’s Bureau of Justice Assistance and the Center for Court Innovation. These actions reflect Jersey City’s commitment to reducing the community’s reliance on ineffective fines and expensive short-term jail sentences while also building public confidence in justice. In his 2014 State of the City address, Mayor Folup noted, “To flourish, a city must be safe. To prosper, its people must feel secure. There is no greater responsibility than the safety of our community.”<sup>a</sup> With this momentum, the timing is ripe to expand upon Jersey City’s criminal justice reform and public safety agenda and develop a comprehensive assessment of and response to community violence.

**Identifying the Problem**

Despite decreasing overall crime trends, violence still plagues communities across the country. In 2011, homicide was the third leading cause of death among all youth – 15 to 24 years old – as well as the second leading cause of death for Hispanic youth and the most common cause of death for African-American youth.<sup>b</sup> The violence that persistently kills minority youth deprives families of promising futures, affects the health and safety of entire communities, and continues to be among the nation’s most complex problems. In Jersey City, the figures similarly reflect a troubling trend, while Jersey City saw two fewer homicides in 2016 than in the prior year, nonfatal shootings rose from 69 in 2015 to 80 in 2016. In 2014, there were 59 nonfatal shootings.

In many communities, including Jersey City, a growing alliance of stakeholders from across sectors – law enforcement, epidemiology, juvenile justice, and others – are looking for solutions in the public health sector. The idea of violence as a public health problem is not new; in 1979, the U.S. Surgeon General first identified violence as a key public health priority. Since then, the Centers for Disease Control has promoted this perspective through the creation of a Division of Violence Prevention and the development of multiple initiatives designed to identify and reduce the risk factors of violence. Underlying this approach is the idea that violence is *learned* and *preventable* through collaborative, data-driven efforts designed to identify risk and protective factors and develop and test responsive strategies.<sup>c</sup>

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<sup>a</sup> Mayor Steven Folup, “State of the City Address.” February 27, 2014. See: [http://www.nj.com/hudson/index.ssf/2014/02/text\\_of\\_jersey\\_city\\_mayor\\_steve\\_fulops\\_state\\_of\\_the\\_city\\_speech.html](http://www.nj.com/hudson/index.ssf/2014/02/text_of_jersey_city_mayor_steve_fulops_state_of_the_city_speech.html)

<sup>b</sup> Centers for Disease Control and Prevention, National Center for Injury Prevention and Control. Web-based Injury Statistics Query and Reporting System (WISQARS). Available from URL: <http://www.cdc.gov/injury/wisqars>.

<sup>c</sup> Dahlberg LL, Krug EG. Violence-a global public health problem. In: Krug E, Dahlberg LL, Mercy JA, Zwi AB, Lozano R, eds. World Report on Violence and Health. Geneva, Switzerland: World Health Organization; 2002.

In recent years, other fields have seen the value in this approach. Several barriers stand in the way of integrating policing and public health agencies – different agencies have different values and different vocabularies, impeding collaboration even when agencies share similar goals. Other barriers are practical – e.g., getting the right partners at the table, aligning funding streams, or sharing information from different sources.

Some jurisdictions have implemented innovative public health approaches to violence in partnership with law enforcement. For example, in New Jersey there have been several local attempts to craft innovative responses to gun violence. In Newark, the city launched the Newark Greater Safer City Initiative in 1999 and Operation Ceasefire, based on the Boston Ceasefire model, in 2005. The Boston Ceasefire model emphasizes a focused deterrence strategy highlighted by collective accountability and the importance of "pulling levers" – by reaching out directly to gangs, saying explicitly that violence would no longer be tolerated, and backing up that message by pulling every lever legally available when violence occurred. However, the Newark Ceasefire project did not employ this strategy. Its implementers ultimately decided that Newark gangs and groups lacked the organizational structure or cohesiveness that would warrant such an approach.

From 2013-14, Newark operated Newark Hotspot, an initiative supported by funding from the Department of Justice's Office of Juvenile Justice and Delinquency Prevention, which married elements of the Boston Ceasefire and Chicago Cure Violence models. The program's goals included reducing shootings and homicides among the most at-risk individuals in crime "hot spots" designated by the Newark Police Department, provide outreach and comprehensive case management to help ensure that individuals who choose to reject violence are fully supported, and mobilize the community to participate in activities designed to change local norms towards gun violence and implement community responses to shootings. The Center for Court Innovation's Newark Community Solutions provided the technical assistance, case management, and outreach services for the Newark Hotspot.

In 2014, the City of Camden launched Cure4Camden. The program implemented a community-based violence intervention modeled on Cure Violence model to stop shootings and violence. Cure4Camden used methods and strategies associated with disease control: detecting and interrupting conflicts, identifying and treating high-risk individuals, and changing social norms.

In light of the momentum for a focused response to community violence in Jersey City and across the state, the Center for Court Innovation proposes to partner with the City of Jersey City, its Department of Health, and the Jersey City Police Department to conduct a needs assessment and feasibility study to understand the health and community-level impacts of gun violence in the city, and work with stakeholders and community leaders to develop recommendations for a comprehensive, data-driven and community-focused strategy to improve system and community responses to violence.

### **Needs Assessment and Feasibility Study**

Translating lofty goals and ambitious plans into concrete programs on the ground is never easy. Any effort to create an effective strategy that responds to Jersey City's rich and complex dynamics must be rooted in a deep understanding of local needs, priorities, resources, and deficits. The project would unfold in four stages:

- (1) **Identifying community priorities** – Based on initial outreach, the project team would convene a minimum of three focus groups of specific audiences of interest (*e.g.*, public housing residents, merchants, young adults). These focus groups will be designed to solicit feedback on what factors protect people or put them at risk for experiencing or perpetrating violence in their community.
- (2) **Data analysis** – The Center's research department would participate in all needs assessment meetings and aid project staff in identifying and developing tracking systems for relevant indicators of community violence. The team would work with city government, criminal justice agencies, public health agencies, education, and other sources to assemble and analyze available data such as demographics, number of violence related behavior, injuries, deaths, and quality of life metrics. This data can demonstrate how frequently violence occurs, where it occurs, trends, and who the victims and perpetrators are. This will help stakeholders define the violence plaguing Jersey City and its scope. The Center's research staff would also implement a street intercept community survey designed to elicit resident views of problems related to violence and community-wide collective efficacy.
- (3) **Identifying system priorities** – The project team would have additional in-depth discussions with representatives from relevant agencies, including the judiciary, prosecutors, defense bar, and probation. These semi-structured interviews would aim to supplement the above data analysis to complete the picture of Jersey City's most pressing concerns regarding its violence- prevention strategies.
- (4) **Mapping community resources** – Over the last two years, Jersey City has done a fair bit of resource mapping to identify community assets, such as civic associations, social service agencies, schools, and faith organizations that can serve as potential resources or partners in problem-solving initiatives. Naturally, those efforts will set the stage for opportunities for partnerships, the identification of shared goals, and improved service alignment and coordination across systems. If necessary, we will augment those efforts and engage systems or agencies that were not included in the City's efforts.
- (5) **Report** – As a final product, the project team would prepare a report that documents local needs, priorities, resources, recommendations on violence prevention strategies and where prevention efforts should be focused. The report would include a draft implementation plan, timeline, and budget for how the project could be taken forward. Project staff would present the report to appropriate city and community leadership.

### **Timeline**

Project staff propose a 9-month assessment period, with the final report completed and presented in Month 9, as follows:

- Months 1-3: Identify and collect available data sets; Identify stakeholders for in-depth interviews; Schedule community focus groups
- Months 4-6: Conduct interviews and focus groups with community members and key stakeholders
- Months 7-8: Analyze data; conduct follow up research as needed
- Month 9: Complete final report and present findings to court and city leadership

### **Budget Detail**

The total cost for creating and implementing the proposed feasibility study would be \$139,925 which would cover personnel, travel, and other project supplies. A detailed breakdown of costs and expenses is attached to this proposal as Attachment A.

**About the Center for Court Innovation:** Recipient of the Innovations in American Government Award from Harvard University's Kennedy School of Government and the Ford Foundation, the Center for Court Innovation ([www.courtinnovation.org](http://www.courtinnovation.org)) is uniquely qualified to provide technical assistance regarding community engagement, needs assessment and feasibility studies, particularly when it comes to community courts and community justice. Over the last two decades, the Center for Court Innovation has worked nationally and internationally with countless jurisdictions to improve public confidence in justice and spark new thinking about how courts operate, how they solve problems, and how they engage with citizens.

The Center serves victims of crime in both court and community-based settings directly and through training and expert assistance. The Center operates multiple community-based violence prevention projects, including four Save Our Streets (S.O.S.) sites. The Save Our Streets program is a replication of the Cure Violence model, which uses a public health approach to reducing gun violence in a targeted neighborhood. A 2013 process and impact evaluation suggested that following the implementation of S.O.S., gun violence in Crown Heights was 20% lower than what it would have been had gun violence trends mirrored those of similar, adjacent precincts.<sup>d</sup> In addition to the S.O.S. programs, in 2012 the Center launched a multi-prong anti-violence project in Brownsville, Brooklyn, with the support of a U.S. Department of Justice Byrne Criminal Justice Innovation grant. In launching all its place-based projects, the Center begins with establishing a strong relationship with residents and neighborhood leaders, ensuring that they have a voice in project planning and implementation. For example, during the planning period for the Brownsville Anti-Violence Project, staff conducted a community-wide survey about residents' perspective on safety and the most pressing needs of the community, convened local CBOs were in a series of stakeholders planning meetings, and convened a youth advisory

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<sup>d</sup> Sarah Picard-Fritsche and Lenore Lebron, "Testing a Public Health Approach to Gun Violence" (Center for Court Innovation: 2013). See: [http://www.courtinnovation.org/sites/default/files/documents/SOS\\_Evaluation.pdf](http://www.courtinnovation.org/sites/default/files/documents/SOS_Evaluation.pdf) Testing a Public Health Approach to Gun Violence

board comprised of young people from the neighborhood who lead the development of public education materials.

The Center works with municipalities, state governments, agencies and judges across the United States, providing them with hands-on assistance as they work to improve courts and communities. Although it is a non-profit organization, the Center's business model is straight from the private sector – it functions like a private consulting firm that assists client with strategic visioning and program design and implementation.

The Center for Court Innovation's headquarters is located at 520 Eighth Avenue, 18<sup>th</sup> Floor, New York, NY, 10018. The contact for this proposal is Jethro Antoine, Director of New Jersey Programs, Center for Court Innovation, 646-386-5920, [antoinej@courtinnovation.org](mailto:antoinej@courtinnovation.org).

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-910

Agenda No. 10.V

Approved: NOV 29 2017

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT A STRATEGIC PLAN FOR THE CURRENT GRANT YEAR FOR THE JERSEY CITY MUNICIPAL ALLIANCE

**COUNCIL** as a whole offered and moved adoption of the following resolution:

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey and;

**WHEREAS**, the City of Jersey City, County of Hudson, State of New Jersey ("City") recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee and;

**WHEREAS**, via Resolution 17-759, dated September 13, 2017, the City Department of Health and Human Services ("HHS") the Jersey City council approved for the application for grant funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson; and;

**WHEREAS**, HHS has prepared a strategic plan for the Jersey City Municipal Alliance grant year July 1, 2017 to June 30, 2018, in substantially the form attached hereto.

TITLE: **NOV 29 2017**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT A STRATEGIC PLAN FOR THE CURRENT GRANT YEAR FOR THE JERSEY CITY MUNICIPAL ALLIANCE**

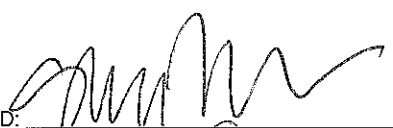
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Municipal Council of the City of Jersey City does hereby authorize submission of a strategic plan for the Jersey City Municipal Alliance grant year July 1, 2017 to June 30, 2018 in the amount of:

DEDR \$213,903.00  
Cash Match \$53,476.00  
In-Kind \$160,427.00

2. The Municipal Council of the City of Jersey City acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.
3. The Mayor or Business Administrator is authorized to execute the strategic plan and any other documents necessary to effectuate the purpose of this resolution.

BC  
11/14/17

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

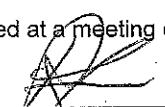
**APPROVED 8-0**


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO SUBMIT A STRATEGIC PLAN FOR THE CURRENT GRANT YEAR FOR THE JERSEY CITY MUNICIPAL ALLIANCE

**Project Manager**

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director of DHHS
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey

**Cost (Identify all sources and amounts)**

Hudson County Grant- \$213,903  
In-Kind - \$160,427

**Contract term (include all proposed renewals)**

July 1, 2017 – June 30, 2018

**Type of award**

Provide substance abuse prevention and education programs

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date



**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH & HUMAN SERVICES**

830 Bergen Avenue 4B

Jersey City, NJ 07306

Phone: (201) 369-5280

Fax: (201) 369-5281

**THOMAS A. DEGISE**

County Executive

**DARICE TOON**

Director

**NICOLE HARRISON-GARCIA**

Deputy Director

The Honorable Steven Fulop  
City of Jersey City  
280 Grove St.  
Jersey City, NJ 07302

October 17, 2017

RE: Letter Requesting Submission of Plans

Dear Mayor Fulop,

The Hudson County Department of Health and Human Services has been notified by the Governor's Council on Alcoholism and Drug Abuse (GCADA) that monies will be available for the implementation and continuation of Hudson County's Municipal Alliance grants.

The County is required to submit an updated plan to receive these funds. In order for your municipality to be eligible to receive funds in the amount of **\$213,903.00**, for the period of July 1, 2018 through June 30, 2019, it is necessary for your municipality to submit a Municipal Alliance Plan update. The following information is required for this update:

1. Form 1 – Signed Cover Page
2. Form 7 – Alliance Action Plan (This form is required for new activities only)
3. Form 8 – Budget
4. Form 1B – Resolution Authorizing Submission of the Municipal Alliance Plan

Please submit items one (1) through three (3) noted above to the Hudson County Department of Health and Human Services Municipal Alliance Coordinator, Derron Palmer, by December 6, 2017. Item four (4) (Municipal Resolution) may be submitted by January 22, 2018.

If you have any questions please feel free to contact Derron Palmer at (201) 369-5280 extension 4245.

Sincerely,

Darice Toon, Director  
Department of Health and Human Services

cc: Maryanne Kelleher

**FORM 1A**

Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO  
Date: \_\_\_\_\_

**STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES**

Grant Year: July 1, 2018 to June 30, 2019

APPLICANT MUNICIPALITY/IES: Jersey City	COUNTY: Hudson
ALLIANCE NAME: Jersey City Alliance	ALLIANCE WEBSITE: N/A
ALLIANCE STREET ADDRESS: Jersey City Department of Health and Human Services 199 Summit Avenue, Suite E-3	
TOWN: Jersey City STATE: NJ ZIP: 07306	
TELEPHONE: ( 732 ) 674-5464	FAX: 201-369-7285
ALLIANCE CHAIRPERSON: Councilman Rolando R. Lavarro Jr.	ALLIANCE COORDINATOR: Maryanne Kelleher
STREET ADDRESS: City Hall - 280 Grove Street	STREET ADDRESS: 199 Summit Ave. Suite E-1
TOWN: Jersey City STATE: NJ ZIP: 07302	TOWN: Jersey City STATE: NJ ZIP: 07304
EMAIL: rlavarro@jcnj.org	EMAIL: mkelleher@jcnj.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY):	

A) Alliance DEDR Allocation \$ 213,903.00

B) Cash Match (must be 25% of DEDR Allocation) \$ 53,476.00

C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 160,427.00

TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 427,806.00

**ROBERT J. KAKOLESKI**  
**BUSINESS ADMINISTRATOR**  
**CITY OF JERSEY CITY**

City of Jersey City

Steven M. Fulop

\*MUNICIPALITY

NAME/ MAYOR

SIGNATURE

City of Jersey City

Stacey Flanagan – DHHS Director

\*MUNICIPALITY

NAME/TITLE OF GOVERNING  
BODY REPRESENTATIVE

SIGNATURE

\*MUNICIPALITY

NAME/TITLE OF GOVERNING  
BODY REPRESENTATIVE

SIGNATURE

Councilman Rolando R. Lavarro Jr

ALLIANCE CHAIRPERSON

SIGNATURE

DATE

**\* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

## ALLIANCE BUDGET

Grant Year: 7-1-18 to 6-30-19    Last Updated: 12/6/2017

PROGRAM	DEDR AWARD TOTAL	DEDR			CASH MATCH	IN-KIND	PROGRAM TOTAL
		PERSONNEL/TMP EMPLOYEE	CONSULTANT	OTHER DIRECT COST			
Alliance Coordination	\$0.00				\$40,000.00	\$19,427.00	\$59,427.00
Educational Arts Team	\$40,000.00		\$40,000.00			24,000.00	\$64,000.00
Hope House	\$15,000.00		\$12,534.00	\$2,466.00		11,000.00	\$26,000.00
Hudson Pride	\$46,000.00		\$46,000.00			24,000.00	\$70,000.00
New Jersey University (PEP)	\$35,000.00		\$33,000.00	\$2,000.00		24,000.00	\$59,000.00
NCADD-Community Prevention Education	\$27,903.00		\$27,903.00			-	\$27,903.00
Haven Resite Adolescent Center	\$16,000.00		\$16,000.00			\$11,000.00	\$27,000.00
Covenant House	\$16,000.00		\$16,000.00			\$11,000.00	\$27,000.00
Lindsey Meyer Teen Institute	\$18,000.00		\$18,000.00		\$13,476.00	\$36,000.00	\$67,476.00
<b>TOTAL EXPENSES</b>	<b>213,903.00</b>	<b>0.00</b>	<b>209,437.00</b>	<b>4,466.00</b>	<b>53,476.00</b>	<b>160,427.00</b>	<b>\$427,806.00</b>

**TO:**

[illegible]

\* Category must be one of the following: DEDR Personnel/Twp. Employee, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

Date \_\_\_\_\_

**\*\* SIGNATURES ONLY REQUIRED FOR BUDGET MODIFICATION \*\***

ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR  
CITY OF JERSEY CITY

**FORM 1A**

Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO  
Date: \_\_\_\_\_

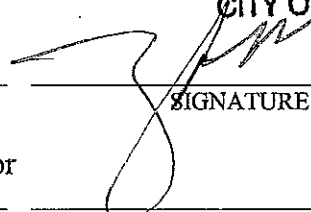


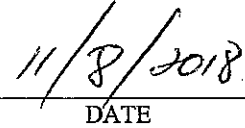
**STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES**

Grant Year: July 1, 2018 to June 30, 2019

APPLICANT MUNICIPALITY/IES: Jersey City	COUNTY: Hudson
ALLIANCE NAME: Jersey City Alliance	ALLIANCE WEBSITE: N/A
ALLIANCE STREET ADDRESS: Jersey City Department of Health and Human Services 199 Summit Avenue, Suite E-3	
TOWN: Jersey City STATE: NJ ZIP: 07306	
TELEPHONE: ( 732 ) 674-5464	FAX: 201-369-7285
ALLIANCE CHAIRPERSON: Councilman Rolando R. Lavarro Jr.	ALLIANCE COORDINATOR: Maryanne Kelleher
STREET ADDRESS: City Hall - 280 Grove Street	STREET ADDRESS: 199 Summit Ave. Suite E-1
TOWN: Jersey City STATE: NJ ZIP: 07302	TOWN: Jersey City STATE: NJ ZIP: 07304
EMAIL: Rlavarro@jcnj.org	EMAIL: mkelleher@jcnj.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY):	

A) Alliance DEDR Allocation \$ 213,903.00  
B) Cash Match (must be 25% of DEDR Allocation) \$ 53,476.00  
C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 160,427.00  
TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 427,806.00

**ROBERT J. KAKOLESKI**  
BUSINESS ADMINISTRATOR  
CITY OF JERSEY CITY

City of Jersey City	Steven M. Fulop	
*MUNICIPALITY	NAME/ MAYOR	SIGNATURE
City of Jersey City	Stacey Flanagan – DHHS Director	
*MUNICIPALITY	NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	SIGNATURE
*MUNICIPALITY	NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	SIGNATURE
Councilman Rolando R. Lavarro Jr		
ALLIANCE CHAIRPERSON	SIGNATURE	DATE

**\* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

**FORM 8**  
**ALLIANCE BUDGET**

**County:** Hudson

**Last Updated:**

12/6/2017

PROGRAM	DEDR AWARD TOTAL	DEDR			CASH MATCH	IN-KIND	PROGRAM TOTAL
		PERSONNEL/TWP EMPLOYEE	CONSULTANT	OTHER/DIRECT COST			
Alliance Coordination	\$0.00				\$40,000.00	\$19,427.00	\$59,427.00
Educational Arts Team	\$40,000.00		\$40,000.00			24,000.00	\$64,000.00
Hope House	\$15,000.00		\$12,534.00	\$2,466.00		11,000.00	\$26,000.00
Hudson Pride	\$46,000.00		\$46,000.00			24,000.00	\$70,000.00
New Jersey University (PEP)	\$35,000.00		\$33,000.00	\$2,000.00		24,000.00	\$59,000.00
NCADD-Community Prevention Education	\$27,903.00		\$27,903.00			-	\$27,903.00
Haven Resite Adolescent Center	\$16,000.00		\$16,000.00			\$11,000.00	\$27,000.00
Covenant House	\$16,000.00		\$16,000.00			\$11,000.00	\$27,000.00
Lindsey Meyer Teen Institute	\$18,000.00		\$18,000.00		\$13,476.00	\$36,000.00	\$67,476.00
TOTAL EXPENSES	213,903.00	0.00	209,437.00	4,466.00	53,476.00	160,427.00	\$427,806.00

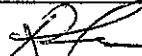
FROM:

Program Name	Category*	Amount Moved


TO:

Program Name	Category*	Amount Moved

\* Category must be one of the following: DEDR Personnel/Twp. Employee, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

X   
Alliance Chairperson

---

X   
Municipal CFO

**ROBERT J. KAKOLESKI**  
COUNTY ADMINISTRATOR

11/8/2018  
Date

11/1/17  
Date

X \_\_\_\_\_  
County Alliance Coordinator

X \_\_\_\_\_  
GCADA, Director of Prevention and Training

\*\* SIGNATURES ONLY REQUIRED FOR BUDGET MODIFICATION \*\*

**FORM 1A**

Approved: \_\_\_\_\_ YES \_\_\_\_\_ NO  
Date: \_\_\_\_\_

**STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES**

Grant Year: July 1, 2018 to June 30, 2019

APPLICANT MUNICIPALITY/IES: Jersey City	COUNTY: Hudson
ALLIANCE NAME: Jersey City Alliance	ALLIANCE WEBSITE: N/A
ALLIANCE STREET ADDRESS: Jersey City Department of Health and Human Services 199 Summit Avenue, Suite E-3	
TOWN: Jersey City STATE: NJ ZIP: 07306	
TELEPHONE: ( 732 ) 674-5464	FAX: 201-369-7285
ALLIANCE CHAIRPERSON: Councilman Rolando R. Lavarro Jr. STREET ADDRESS: City Hall - 280 Grove Street TOWN: Jersey City STATE: NJ ZIP: 07302 EMAIL: Rlavarro@jcnj.org	ALLIANCE COORDINATOR: Maryanne Kelleher STREET ADDRESS: 199 Summit Ave. Suite E-1 TOWN: Jersey City STATE: NJ ZIP: 07304 EMAIL: mkelleher@jcnj.org
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY):	

A) Alliance DEDR Allocation \$ 213,903.00  
B) Cash Match (must be 25% of DEDR Allocation) \$ 53,476.00  
C) In-Kind Match (must be 75% of the DEDR Allocation) \$ 160,427.00  
TOTAL ALLIANCE BUDGET (add A+ B+C) \$ 427,806.00

City of Jersey City

Steven M. Fulop

\*MUNICIPALITY

NAME/ MAYOR

SIGNATURE

City of Jersey City

Stacey Flanagan – DHHS Director

\*MUNICIPALITY

NAME/TITLE OF GOVERNING  
BODY REPRESENTATIVE

SIGNATURE

\*MUNICIPALITY

NAME/TITLE OF GOVERNING  
BODY REPRESENTATIVE

SIGNATURE

Councilman Rolando R. Lavarro Jr

ALLIANCE CHAIRPERSON

SIGNATURE

DATE

ROBERT J. KAKOLESKI  
BUSINESS ADMINISTRATOR  
CITY OF JERSEY CITY

**\* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

**FORM 8**  
**ALLIANCE BUDGET**

**Alliance Name:** Jersey City

**County:** Hudson

**Grant Year: 7-1-18 to 6-30-19**

**Last Updated:** 12/6/2017

PROGRAM	DEDR AWARD TOTAL	DEDR			CASH MATCH	IN-KIND	PROGRAM TOTAL
		PERSONNEL/TWP. EMPLOYEE	CONSULTANT	OTHER DIRECT COST			
Alliance Coordination	\$0.00				\$40,000.00	\$19,427.00	\$59,427.00
Educational Arts Team	\$40,000.00		\$40,000.00			24,000.00	\$64,000.00
Hope House	\$15,000.00		\$12,534.00	\$2,466.00		11,000.00	\$26,000.00
Hudson Pride	\$46,000.00		\$46,000.00			24,000.00	\$70,000.00
New Jersey University (PEP)	\$35,000.00		\$33,000.00	\$2,000.00		24,000.00	\$59,000.00
NCADD-Community Prevention Education	\$27,903.00		\$27,903.00			-	\$27,903.00
Haven Resite Adolescent Center	\$16,000.00		\$16,000.00			\$11,000.00	\$27,000.00
Covenant House	\$16,000.00		\$16,000.00			\$11,000.00	\$27,000.00
Lindsey Meyer Teen Institute	\$18,000.00		\$18,000.00		\$13,476.00	\$36,000.00	\$67,476.00
TOTAL EXPENSES	213,903.00	0.00	209,437.00	4,466.00	53,476.00	160,427.00	\$427,806.00

FROM:

Program Name	Category*	Amount Moved

TO:

Program Name	Category*	Amount Moved

\* Category must be one of the following: DEDR Personnel/Twp. Employee, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

X Alliance Chairperson

X Municipal CFO

**ROBERT J. KAKOLESKI**

*11/8/2017*

Date \_\_\_\_\_

*11/1/17*

Date \_\_\_\_\_

X \_\_\_\_\_ County Alliance Coordinator

X \_\_\_\_\_ GCADA, Director of Prevention and Training

Date \_\_\_\_\_

**\*\* SIGNATURES ONLY REQUIRED FOR BUDGET MODIFICATION \*\***

**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MUNICIPAL ALLIANCE  
ANNEX A**

**Resolution #:  
377-6-2017**

**MUNICIPALITY NAME:** CITY OF JERSEY CITY **ALLIANCE NAME:** JERSEY CITY MUNICIPAL  
ALLIANCE

**PART 1: GENERAL ALLIANCE INFORMATION**

**SECTION 1: IDENTIFICATION**

Contract Ceiling: \$213,903    Effective Dates: July 1, 2017 to June 30, 2018

Provider: City of Jersey City

Mailing Address: Jersey City Department of Health and Human Services  
199 Summit Ave, Suite E-3  
Jersey City, NJ 07306

Federal Identification #: N/A

Charitable Registration #: N/A

Type of Corporation: (    ) Non-Profit (    ) Profit ( **X** ) Public

Mayor: Steven M. Fulop

Official Notices relevant to this contract should be sent to:

Name: Maryanne Kelleher

Title: Alliance Coordinator

Address: 199 Summit Ave  
Jersey City, NJ 07306

Email: Mkelleher@jcnj.org

Telephone #: 201-547-5024

Please List Authorized Signatories for contract documents, checks, and invoices:  
(Provide full name and title of each signatory)

Name: Steven M. Fulop

Title: Mayor

Name: La Vivanan Webb

Title: Supervisor of Accounts

Name: Maryanne Kelleher

Title: Alliance Coordinator

**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MUNICIPAL ALLIANCE  
ANNEX A**

Resolution #:  
377-6-2017

**MUNICIPALITY NAME: CITY OF JERSEY CITY**  
**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE**

**PART 1: GENERAL INFORMATION**

**SECTION 2: ESSENTIAL ALLIANCE DOCUMENTS**

The following two (2) pages list the essential documents, which must be part of your official files and must be updated as they change. Please use the following numerical codes to indicate the names of each document. Documents that are followed by an asterisk must be current and submitted as a part of this contract package. If a particular document is pending, list the Anticipated Submission Date in the appropriate space.

- (1) *Document is unchanged and was submitted to Hudson County - DHHS.*
- (2) *Document is changed and attached.*
- (3) *Current document pending or not yet submitted to Hudson County - DHHS.*
- (4) *Not applicable.*

<u>Status</u>	<u>Name of Document</u>	<u>Anticipated Submission Date</u>
<u><b>Permanent Documents</b></u>		
(N/A)	Certificate of Incorporation	_____
(N/A)	Tax Exempt Certificate or Letter	_____
(N/A)	Agency Wide Organizational Chart	_____
(N/A)	Local Certificate of Occupancy	_____
(N/A)	New Jersey Certificate of Good Standing	_____
<u><b>Annual and Periodic Documents</b></u>		
(N/A)	Annual Report (if available)	_____
(N/A)	List of Names, Addresses and Terms of Current Board Members	_____
(N/A)	Current Audit	_____
(N/A)	Current IRS 990 Form (Private Non-Profit Agencies only)	_____
(N/A)	Lease or Mortgage (s)	_____
(2)	Consultant Agreement (s)	_____
(N/A)	Job Descriptions	_____
(N/A)	License to Provide Service, if necessary	_____
(N/A)	Insurance Summary	_____

COUNTY OF HUDSON  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MUNICIPAL ALLIANCE  
ANNEX A

Resolution #:  
333-6-2016

MUNICIPALITY NAME: CITY OF JERSEY CITY ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE

PART 2: PROGRAM INFORMATION

SECTION 1A: PROGRAM SUMMARY SHEET

**Provide the following information for each program offered by your alliance:**

**Program Name:** Alliance Coordination –Marianne Kelleher

**Site Address:** 199 Summit Ave. Jersey City, NJ 07306

**Estimated Number of Annual Sessions:** 600

**Program Calendar:** July 1, 2017 to June 30, 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** N/A

**Provide a brief overview of the program:** The Jersey City Department of Health and Human Services staff, namely Marianne Kelleher and her clerical staff (to be determined) will provide (800) hours of coordination-related services that include: conducting all Alliance quarterly meetings and recording the minutes; approving all Alliance expenditures; preparing and submitting of all programmatic and fiscal reporting to the Hudson DHHS; and authoring the FY 2019 Alliance Strategic Plan and subsequent contract revisions.

**Program Name:** Educational Arts Team

**Site Address:** 300 Morris Pesin Drive, Jersey City, New Jersey 07305

**Estimated Number of Annual Sessions:** 228 workshops

**Program Calendar:** September 2017 to June 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** Elementary School Students

**Provide a brief overview of the program:** 228 student workshops will be provided that utilize age-appropriate drama, writing, storytelling, puppetry, music, dance and visual art activities as strategies for educating Elementary School students. The main objective with respect to all content covered in each of these student workshops is to provide effective, quality substance abuse prevention and education services while decreasing the probability of problem drinking.

**Program Name:** Hope House

**Site Address:** 246 2nd St, Jersey City, NJ 07302

**Estimated Number of Annual Sessions:** 60 family sessions with individual follow up sessions

**Program Calendar:** July 1, 2017 to June 30, 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** Homeless Families

**Provide a brief overview of the program:** Family-strengthening activities and groups that will respond to the support needs of homeless families. Skills development will focus on identifying and teaching meaningful stress management in order to enhancing coping mechanisms for the whole family; parent support and strategies to address the needs of their child/ren in the current situation and beyond; strategies to strengthen family relationships despite the current stressors, and prevention oriented sessions to help parents know how to talk with their children about drugs and alcohol, as well as the other things that parents worry about.

**Program Name:** Hudson Pride Connections Center

**Site Address:** 32 Jones St, Jersey City, New Jersey 07306

**Estimated Number of Annual Sessions:** 165

**Program Calendar:** July 1, 2017 to June 30, 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** LGBTQ Community

**Provide a brief overview of the program:** A total of 165 interventions will be provided that includes; their in-house programs directly targeting LGBT population and their families, community workshops, street outreach and school based programs. The main objective with respect to all content covered in each of these program activities is to provide effective, quality substance abuse prevention and education services while decreasing the probability of problem drinking. This program will be specifically designed for the benefit of LGBTQ-identified residents of the City of Jersey City and Hudson County.

**Program Name:** New Jersey City University - Peers Educating Peers Program

**Site Address:** 2039 Kennedy Boulevard, Jersey City, New Jersey 07305

**Estimated Number of Annual Sessions:** 395 program hours

**Program Calendar:** July 1, 2017 to June 30, 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** College Students and the community as a whole

**Provide a brief overview of the program:** A total of 395 programs hours will be provided consisting of workshops and interventions, that will include; their in-house activity directly targeting the college age population and their families with community workshops, street outreach and school based programs. The three components shall be: Alcohol Abuse and Prevention Workshops designed to educate college students in the reduction of alcohol and alcohol related risky behaviors; Professional Didactic Lectures (during National Collegiate Alcohol Week and Alcohol Awareness Week) on a variety of substance abuse prevention-related topics; and an Information Dissemination Campaign designed to increase the awareness of the perils of alcohol abuse and to help students make more informed decisions.

**Program Name:** NCADD- Community Prevention Education

**Site Address:** The Elementary Schools in Jersey City

**Estimated Number of Annual Sessions:** 120

**Program Calendar:** September 1, 2017 to June 30, 2018

**Hours of Operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** Elementary School Students

**Provide a brief overview of the program:** Program staff will provide 120 workshop sessions of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of Elementary School Students and their parents and/or significant others.

**Program Name:** Haven Adolescent Community Respite Center

**Site Address:** 53 Duncan Ave. Apt. 21 Jersey City, NJ 07304

**Estimated Number of Annual Sessions:** 80

**Program Calendar:** July 1, 2017 to June 30, 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** Residents of the Booker T. Washington Housing Development

**Provide a brief overview of the program:** Young men and women involved in the proposed empowerment and mentoring program will be identified by credible messengers as possessing strong influences among youth at the center of community violence and substance abuse including problem drinking. These young people will be trained in substance abuse prevention, conflict de-escalation and community empowerment techniques – transforming the way other youth view these leaders and allowing young leaders to see themselves as leaders for positive change in their communities. The outreach staff will work with the youth residing at the Booker T. Washington Housing Development on an individual and small group setting to create a specific alcohol and drug prevention strategy that will best meet their individual needs.

**Program Name:** Covenant House Community Outreach Program

**Site Address:** 330 Washington Street, Newark, NJ 07102

**Estimated Number of Annual Sessions:** 80

**Program Calendar:** July 1, 2017 to June 30, 2018

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** Homeless and runaway youth in Jersey City

**Provide a brief overview of the program:** The Covenant House outreach team will provide the identified program participants with health-promoting education and then connect them to needed social services to reduce harmful behaviors and/or promote healthy behaviors. The team will primarily conduct street outreach efforts in locations where they are likely to encounter homeless and runaway youth who are at risk of alcohol and substance abuse.

**Program Name:** Lindsey Meyer Teen Institute Workshop Series

**Site Address:** YMCA Camp Mason, Hardwick, NJ

**Estimated Number of Annual Sessions:** 50

**Program Calendar:** August 21 to 25, 2017

**Hours of operation:** 9am to 5pm

**Target Population (specify age, demographic and geographic information):** The high school students in Jersey City

**Provide a brief overview of the program:** This is a multi-day training in prevention methodology for students and adult advisors to gain information on youth alcohol access and a variety of problems related to underage drinking. The training includes prevention education workshops, networking groups, keynote presenters, action planning sessions, and a variety of other activities designed to teach High School Students effective prevention strategies (Strategic Prevention Framework/SPF Model, CADCA Strategies for Community Change) in a culturally competent manner. Those who attend will work within their community to implement one of the following community-wide projects/campaigns they receive training on: Sticker Shock, Parents Who Host and Please ID Me. Each of these targets the reduction of youth alcohol use, such as access to alcohol from local vendors or family/friends in the home. For this program, "participants" will be identified as the number of youth trained at LMTI, however their campaign is expected to impact a minimum of 500 community members.

**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MUNICIPAL ALLIANCE  
ANNEX A**

Resolution #:  
377-6-2017

MUNICIPALITY NAME: CITY OF JERSEY CITY ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE

**SECTION 4: SERVICE OUTCOMES (Attach additional pages if necessary)**

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template. Speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term. Please use the form on the following page to report this information.

**GOALS:** Goals articulate the desired results or end point that Hudson County can expect to be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

**OBJECTIVES:** Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

**SERVICE ACTIVITIES:** Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

**OUTCOMES:** Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Please indicate your methods for documenting progress toward your identified goals and objectives.

**COUNTY OF HUDSON  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MUNICIPAL ALLIANCE  
ANNEX A  
SECTION 4: SERVICE OUTCOMES**

**Resolution #:  
377-7-2017**

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: EDUCATIONAL ARTS TEAM**

<b>GOALS</b>	<b>OBJECTIVES (Including number to be served)</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>TIME FRAME</b>
By June 30, 2018, Jersey City students (13-18) getting alcohol at home (without permission) will decrease by 10%	Annual Sessions: 228 Unduplicated Participates: 912	Program staff will provide 228 workshops of substance abuse prevention and education consultant services, namely, workshops, seminars, trainings and drug-free alternative activities for the benefit of Elementary School Students.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: HOPE HOUSE**

<b>GOALS</b>	<b>OBJECTIVES (Including number to be served)</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>TIME FRAME</b>
By June 30, 2018, Jersey City students (13-18) getting alcohol at home (without permission) will decrease by 10%	Annual Sessions: 228 Unduplicated Participates: 912	Program staff will provide 60 workshops of substance abuse prevention and education consultant services, namely, workshops, seminars, trainings and drug-free alternative activities for the benefit of homeless families.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: HUDSON PRIDE CONNECTIONS CENTER**

<b>GOALS</b>	<b>OBJECTIVES (Including number to be served)</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>TIME FRAME</b>
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the LGTB community will decrease by 10%.	Annual Sessions: 165 workshops Unduplicated Participates: 6,160	Program staff will provide 165 workshops of substance abuse prevention and education consultant services that include but are not limited to: drug-free alternative activities, workshops, seminars, professional trainings, and an information dissemination campaigns to address the issue of problem drinking for the benefit of all residents of the LGBTQ Community.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: NEW JERSEY CITY UNIVERSITY – PEERS EDUCATING PEERS PROGRAM**

<b>GOALS</b>	<b>OBJECTIVES (Including number to be served)</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>TIME FRAME</b>
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the college community will decrease by 10%.	Annual Sessions: 91 Unduplicated Participates: 5,000 students and community members	Program staff will provide 91 workshops of substance abuse prevention and education consultant services that include but are not limited to: drug-free alternative activities, workshops, professional didactic lectures and an information dissemination campaigns to address the issue of problem drinking for the benefit of College Students.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: NCADD-COMMUNITY PREVENTION EDUCATION**

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the community will decrease by 10%.	Annual Sessions: 120 Unduplicated Participates: 300	Program staff will provide 120 workshops of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of Elementary and High School Students	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: HAVEN ADOLESCENT COMMUNITY RESPITE CENTER**

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the community will decrease by 10%.	Annual Sessions: 80 Unduplicated Participates: 500	Program staff will provide 80 workshops of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of the residents of the Booker T. Washington Housing Development	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: COVENANT HOUSE COMMUNITY OUTREACH PROGRAM**

<b>GOALS</b>	<b>OBJECTIVES (Including number to be served)</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>TIME FRAME</b>
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the community will decrease by 10%.	Annual Sessions: 60 Unduplicated Participates: 250	Program staff will provide 60 workshops of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of homeless and run away youth of Jersey City.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

**ALLIANCE NAME: HOBOKEN PROGRAM NAME: LINDSEY MEYER TEEN INSTITUTE**

<b>GOALS</b>	<b>OBJECTIVES (Including number to be served)</b>	<b>SERVICE ACTIVITIES</b>	<b>OUTCOMES</b>	<b>TIME FRAME</b>
To ameliorate the impact that problem drinking has upon the youths within the community.	Annual Sessions: 1 (week long) Unduplicated Participates: 50	A week long training in prevention methodology for students and adult advisors to gain information on youth alcohol access and a variety of problems related to underage drinking. The training includes prevention education workshops, networking groups, keynote presenters, action planning sessions, and a variety of other activities designed to teach students effective prevention strategies.	The high school students will benefit from the improved decision skills and increased awareness of substance abuse risks.	August 21 to 25, 2017

**County of Hudson**  
**Department of Health and Human Services**  
**Annex B: Contract Information Form**

*Page 1 of 6*

**Agency Name:** City of Jersey City

**Address:** 199 Summit Ave Suite E-3  
Jersey City, NJ 07306

**Mayor:** Steven M. Fulop

**Contact Person:** Maryanne Kelleher

**Title:** Municipal Alliance Coordinator

**Phone:** 201-547-5024

**Email:** Mkelleher@jcnj.org

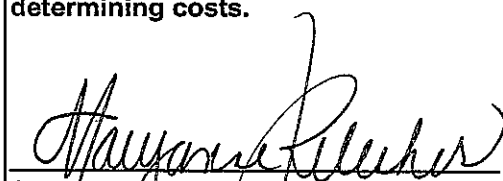
**Budget Period:** 7-1-17 to 6-30-18

**Award Amount:** \$213,903.00

**Funded Program:** Municipal Alliance

**Funding Source/DHHS Office:** Addiction Services and Mental Health

**Budget:** I certify that the cost data used to prepare this contract budget is current, complete, and in accordance with the governing principles for determining costs.



**Agency Authorized Signatory**

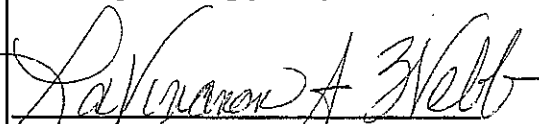
Maryanne Kelleher

**Print Name**

**Date**

**Alliance Coordinator**  
**Title**

**Expenditure Report:** I certify that I am authorized to sign expenditure reports and that it is my responsibility to verify that the reports related to this contract are current, accurate, and in accordance with the contract budget and the governing principles for determining costs.



**Accountant/Director Signature**

L. Vivian A. Webb

**Print Name**

**Date**

Reimbursement HHS Municipal Alliance funds only.

# ANNEX B

Page 2 of 6

## PROJECT BUDGET SUMMARY

Agency/Provider Name: City of Jersey City		Program Name: Jersey City Municipal Alliance		
Complete Schedules A-C for cost categories as applicable.				
Cost Category	Health and Human Services Municipal Alliance Allocation	Grantee Cash Match	Grantee In-Kind Match	Total
<b>A. PERSONNEL COST</b>				
Salaries / Wages				\$0.00
Fringe Benefits				\$0.00
<b>B. CONSULTANT / PROFESSIONAL SERVICES COST</b>	\$209,437.00	\$53,476.00	\$160,427.00	\$423,340.00
<b>C. OTHER COST CATEGORIES</b>				\$0.00
Materials/Supplies	\$4,466.00			\$4,466.00
Facility/Space Costs				\$0.00
Specific Assistance to Clients				\$0.00
Equipment				\$0.00
Other: Specify				\$0.00
<b>Total Cost</b>	<b>\$213,903.00</b>	<b>\$53,476.00</b>	<b>\$160,427.00</b>	<b>\$427,806.00</b>
<b>Total Project Budget:</b>				\$427,806.00
<b>Total Agency Budget:</b>				\$427,806.00
<b>Percentage of Project Budget:</b>				100.00%

PROVIDER SIGNATURE

HEALTH AND HUMAN SERVICES  
REVIEWER SIGNATURE

# ANNEX B

Page 3 of 6

## SCHEDULE A: PERSONNEL COSTS

Name of Provider: City of Jersey City			Program Name: Jersey City Municipal Alliance				
List all full and part-time paid staff, including fringe benefits. Job descriptions must be provided for all personnel whose salary is covered in whole or in-part by HHS funding.							
ATTACH ADDITIONAL SHEETS IF NEEDED							
Position Title	Incumbent Name, Vacant, or New Position	Annual Salary	Related Degrees, Licensures, Certifications	Percent of Time on Project	Funds from Health and Human Services	Cash Match	In-Kind
N/A							
Sub-Totals					\$		
Fringe Benefits at							
TOTAL PERSONNEL COSTS	\$				\$		

Note: Attach copies of job descriptions.

# ANNEX B

Page 4 of 6

## SCHEDULE B: CONSULTANT SERVICES

Name of Provider: City of Jersey City		Program Name: Jersey City Municipal Alliance			
Examples of consultant services: accounting, medical, psychological, psychiatric, and other professional services. A copy of individual agreements must be provided.					
ATTACH ADDITIONAL SHEETS IF NEEDED					
Consultant and Professional Services	Total Allocation	Basis for Cost	Funds from Health and Human Services (HHS)	Cash Match	In-Kind
Alliance Coordination	\$59,427.00	800 hours @\$50= \$40,000		\$40,000.00	\$19,427.00
Educational Arts Team	\$64,000.00	228 sessions at an avg cost of \$175.44	\$40,000.00		\$24,000.00
Hope House	\$23,534.00	60 sessions at avg cost of \$208.90	\$12,534.00		\$11,000.00
Hudson Pride	\$70,000.00	165 session at avg cost of \$278.78	\$46,000.00		\$24,000.00
New Jersey University (PEP)	\$57,000.00	485.30 hours at \$68	\$33,000.00		\$24,000.00
NCADD-Community Prevention Education	\$27,903.00	120 sessions at an avg cost of \$230 each	\$27,903.00		
Haven Respite Adolescent Center	\$27,000.00	80 sessions at an avg cost of \$200	\$16,000.00		\$11,000.00
Covenant House	\$27,000.00	80 sessions at avg cost of \$200.00	\$16,000.00		\$11,000.00
Lindsey Meyer Teen Institute	\$67,476.00	53 students at \$600 each	\$18,000.00	\$13,476.00	\$36,000.00
<b>TOTAL CONSULTANT AND PROFESSIONAL FEES</b>	<b>\$423,340.00</b>		<b>\$209,437.00</b>	<b>\$53,476.00</b>	<b>\$160,427.00</b>

# ANNEX B

Page 5 of 6

## SCHEDULE C: OTHER COST CATEGORY

Name of Applicant: City of Jersey City		Program Name: Jersey City Municipal Alliance			
List office expenses and related cost categories applicable to the funded program. A copy of any pertinent information will need to be attached when requesting funds for these budget categories.					
<b>ATTACH ADDITIONAL SHEETS IF NEEDED</b>					
Other Cost Category	Basis for Cost	Total Funds Needed	Funds from HHS	Cash Match	In-Kind
N/A					
Hope House- Materials	Supplies to support the operations of the program.		\$2,466.00		
New Jersey City University- Materials	Supplies to support the operations of the program		\$2,000.00		
Other: Specify					
<b>TOTAL OTHER COSTS</b>		\$ -	\$ 4,466.00	\$ -	\$ -

# ANNEX B

Page 6 of 6

## OTHER SOURCES OF FUNDING RELATED TO THIS PROJECT

Name of Provider: City of Jersey City		Program Name: Jersey City Municipal Alliance
Code all listed sources as either (F) Federal Government, (S) State Government, (L) Local City/County Government, (PD) Private/Donation, or (PI) Participant Income.		
<b>ATTACH ADDITIONAL SHEETS IF NEEDED</b>		
<b>SOURCE</b>	<b>AMOUNT</b>	<b>CODE</b>
N/A		
<b>TOTAL FUNDS FROM OTHER SOURCES</b>		<b>\$0.00</b>
<b>TOTAL FUNDS FROM OTHER SOURCES INDICATED ON BUDGET SUMMARY PAGE</b>	<b>\$0.00</b>	

NOTE: THE TOTAL FUNDS FROM OTHER SOURCES MUST EQUAL THE SAME AMOUNT INDICATED ON THE BUDGET SUMMARY PAGE UNDER "TOTAL SOURCES OF NON-HHS FUNDING".

Resolution #  
377-6-2017

Alliance: Jersey City  
Amount: \$213,903

**COUNTY OF HUDSON**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**MUNICIPAL ALLIANCE**  
**STANDARD LANGUAGE DOCUMENT**

**JULY 1, 2017 – JUNE 30, 2018**

**County of Hudson  
Department of Human Services  
Municipal Alliance**

**Attachment A  
Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the City of Jersey City, here after known as PROVIDER AGENCY identified on the signature page.

**Whereas**, the County of Hudson has approved certain funds for the purchase of services related to the Municipal Alliance; and

**Whereas**, the County of Hudson (the County) has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the County Department of Health and Human Services to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this contract; and

**Whereas**, the County desires that the PROVIDER AGENCY provide services and the PROVIDER AGENCY has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

**Therefore**, the Department and the PROVIDER AGENCY agree as follows:

**I. Definitions**

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the PROVIDER AGENCY as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the PROVIDER AGENCY. All Notices shall be delivered in person or by certified mail, return

receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or PROVIDER AGENCY in accordance with the provisions contained in this Contract.

## **II. Basic Obligation of the Department**

Section 2.01 Payment Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered as established in Annex B. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex B. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the PROVIDER AGENCY, the Department shall make available to the PROVIDER AGENCY copies of federal and State regulations and other material specifically referenced in this document.

## **III. Basic Obligation of the PROVIDER AGENCY**

Section 3.01 Contract Services The PROVIDER AGENCY shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The PROVIDER AGENCY shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are to be specified by the Department.

Section 3.03 Compliance with Laws The PROVIDER AGENCY agrees in the performance of this Contract to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; Federal and State laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any Federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or

nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to N.J.S.A. 54:49-19, et. seq., and notwithstanding any provision of the law to the contrary, whenever any taxpayer (PROVIDER AGENCY), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the PROVIDER AGENCY agrees as follows:

The PROVIDER AGENCY and its subcontractors, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Except with respect to affectional sexual orientation, the PROVIDER AGENCY will take to ensure that such applicants are recruited and employed.

The PROVIDER AGENCY will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The PROVIDER AGENCY and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER AGENCY, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The PROVIDER AGENCY and its subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the PROVIDER AGENCY's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The PROVIDER AGENCY and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

The PROVIDER AGENCY and its subcontractors agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency, which engages in direct or indirect discriminatory practices.

The PROVIDER AGENCY and its subcontractors agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The PROVIDER AGENCY and its subcontractors agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The PROVIDER AGENCY and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures In the administration of this Contract, the PROVIDER AGENCY shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the County of Hudson's Purchasing Procedures and Procurement Manual or as otherwise directed by the appropriate personnel of the Department. Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System The PROVIDER AGENCY's financial management system shall provide for the following:

- a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the PROVIDER AGENCY;
- b) records adequately identifying the source and application of all PROVIDER AGENCY funds and all funds administered by the PROVIDER AGENCY. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;

- c) effective internal control structure over all funds, property and other assets. The PROVIDER AGENCY shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
- d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the PROVIDER AGENCY;
- e) accounting records supported by source documentation;
- f) procedures to minimize elapsed time between any advance payment issues and the disbursement of such advance funds by the PROVIDER AGENCY; and
- g) Procedures consistent with the provisions of any applicable Department policies and procedures for determining reasonableness, and whether allocation of costs under this Contract are allowed.

Section 3.08 Audit The Department requires submission of the PROVIDER AGENCY's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the PROVIDER AGENCY's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the PROVIDER AGENCY under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The PROVIDER AGENCY is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the PROVIDER AGENCY continues to be subject to such audit until it is completed and resolved.

#### **IV. Termination**

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or PROVIDER AGENCY

The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The PROVIDER AGENCY may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the PROVIDER AGENCY, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause If the PROVIDER AGENCY fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the PROVIDER AGENCY in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the PROVIDER AGENCY has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the PROVIDER AGENCY's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement When a Contract is terminated, the PROVIDER AGENCY shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the PROVIDER AGENCY could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The PROVIDER AGENCY and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

## **V. Additional Provisions**

Section 5.01 Application of New Jersey Law This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors This Contract, in whole or in part, may not be assigned by the PROVIDER AGENCY or assumed by another entity for any reason, including but not limited to changes in the corporate status of the PROVIDER AGENCY, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original PROVIDER AGENCY.

Section 5.03 Client Fees Other than as provided for in the Annex (es) and/or Department specific policies, the PROVIDER AGENCY shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification The PROVIDER AGENCY shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the PROVIDER AGENCY's obligations under this Contract or any improper or deficient performance of the PROVIDER AGENCY's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the PROVIDER AGENCY under this Contract, nor shall they be construed to relieve the PROVIDER AGENCY from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance The PROVIDER AGENCY shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the PROVIDER AGENCY fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the PROVIDER AGENCY, reduce payment to the PROVIDER AGENCY by the amount of the premium payment.

Section 5.06 Modification and Amendments If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the PROVIDER AGENCY or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights A failure or a delay on the part of the Department or the PROVIDER AGENCY in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity The PROVIDER AGENCY agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The PROVIDER AGENCY shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, PROVIDER AGENCY shall make certain that all programs and services are reflective of the demographic needs of the community,

while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts If an audit or Contract closeout reveals that the PROVIDER AGENCY has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the PROVIDER AGENCY.

Section 5.12 Sufficiency of Funds The PROVIDER AGENCY agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with PROVIDER AGENCY management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the PROVIDER AGENCY during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of PROVIDER AGENCYS that Contract with the Department are employees of the PROVIDER AGENCY, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., PROVIDER AGENCYS are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the PROVIDER AGENCY acknowledges that it is an independent PROVIDER AGENCY, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the PROVIDER AGENCY is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The PROVIDER AGENCY acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with PROVIDER AGENCY through regulatory oversight and ensuring contractual performance, the PROVIDER AGENCY understands that the Department is not the employer of any PROVIDER AGENCY employees.

The PROVIDER AGENCY further acknowledges that while the Department reimburses the PROVIDER AGENCY for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which PROVIDER AGENCY may enter. Moreover, the PROVIDER AGENCY understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the PROVIDER AGENCY recognizes the applicability of Hudson County's "Living Wage Ordinance" Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.

### Contract Signatures and Dates

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains 10 pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

As to the COUNTY:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Abraham Antun

Title: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

As to the City of Jersey City:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Steven M. Falon  
BUSINESS ADMINISTRATOR  
CITY OF JERSEY CITY

Title: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_  
10/12/17

Contract Effective Date: July 1, 2017

Contract Expiration Date: June 30, 2018

Contract Number: N/A

Contract Ceiling: \$213,903

Federal ID#: N/A

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-911  
Agenda No. 10.W  
Approved: NOV 29 2017  
TITLE:



## RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

**COUNCIL**  
adoption of the following resolution:

offered and moved

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount,

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2017 Municipal Budget:

Grant Name	From	To
Make-A-Splash Grant	\$0.00	\$3,380.00
Transit Village (JSQ Pedestrian Safety)	\$0.00	\$220,000.00

**BE IT FURTHER RESOLVED** that a like sum be approved to be appropriated in same budget:

Grant Name	From	To
Make-A-Splash Grant	\$0.00	\$3,380.00
Transit Village (JSQ Pedestrian Safety)	\$0.00	\$220,000.00

**BE IT FURTHER RESOLVED** that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**

**Initiator**

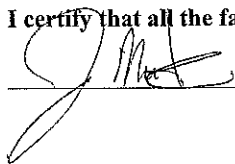
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	jmetro@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue and appropriation in the municipal budget when such item has been made available after the adoption of the budget.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_

11/20/2017

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-912

Agenda No. 10.X

Approved: NOV 29 2017

TITLE:



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO INVESTIGATE WHETHER THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THROUGH 10, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, (FRONTING ON TONNELE AVENUE, BLEECKER STREET AND CARROLL AVENUE) SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended (the "Act"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

**WHEREAS**, to determine whether certain parcels of land constitute an area in need of redevelopment, under the Act the City Council must authorize the Planning Board to conduct a preliminary investigation of the area and make recommendations pursuant to *N.J.S.A. 40A:12A-6*; and

**WHEREAS**, the City Council hereby requests that the Planning Board conduct an investigation with respect to the property known as Block 1101, Lots 1 through 10 and Block 1901, Lots 1 through 19 on the tax map of the City of Jersey City, State of New Jersey, located along the western side of Tonnele Avenue and fronting on Tonnele Avenue, Bleecker Street and Carroll Avenue (the "Study Area"), to determine whether the Study Area meets the criteria set forth in the Act, specifically *N.J.S.A. 40A:12A-5*, and should be designated as an area in need of redevelopment with the power of condemnation.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:**

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation pursuant to *N.J.S.A. 40A:12A-6* to determine whether the Study Area satisfies the criteria set forth in *N.J.S.A. 40A:12A-5* to be designated as an area in need of redevelopment, which designation would permit the City to utilize all of the redevelopment powers, including eminent domain.

Section 3. As part of its investigation, the Planning Board shall prepare maps showing the boundaries of the Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Act, specifically *N.J.S.A. 40A:12A-6*, after giving due notice of the proposed boundary of the Study Area, the date of the hearing and the municipal option to exercise the power of eminent domain to any persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination would authorize the City to exercise the power of eminent domain to acquire any property in the delineated area, for the Study Area is being investigated as a possible Condemnation Redevelopment Area.

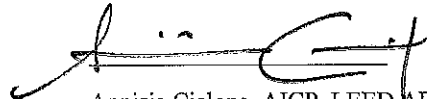
TITLE:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO INVESTIGATE WHETHER THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THOUGH 10, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, (FRONTING ON TONNELE AVENUE, BLEECKER STREET AND CARROLL AVENUE) SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.***

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area with the power of eminent domain. All objections to a determination that the Study Area is an area in need of redevelopment with the power of eminent domain and evidence in support of those objections shall be received and considered by the Planning Board and made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Study Area, and conducting a public hearing at which all objections to the designations are received and considered, the Planning Board shall make recommendations to the City as to whether the City should designate all or some of the Study Area as an area in need of redevelopment with the power of eminent domain pursuant to the Act.

Section 7. This Resolution shall take effect immediately.



Annisia Cialone, AICP, LEED AP  
Director, Division of City Planning

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel


Certification Required ☐Not Required ☒**APPROVED 8-0**

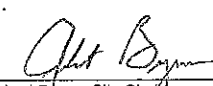
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO INVESTIGATE WHETHER THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THROUGH 10, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, (FRONTING ON TONNELE AVENUE, BLEECKER STREET AND CARROLL AVENUE) SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.***

Initiator

Department/Division	HEDC	City Planning
Name/Title	Annisia Cialone, AICP, LEED AP	Director
	Matt Ward, AICP, PP	Senior Planner
Phone/email	201-547-5010	acialone@jcnj.org / mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

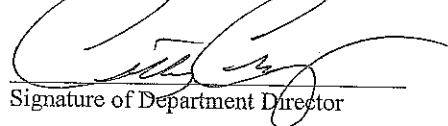
Purpose

This Resolution will authorize the Planning board to conduct an investigation with respect to the property known as Block 1101, Lots 1 through 10 and Block 1901, Lots 1 through 19 on the tax map of the City of Jersey City, State of New Jersey, located along the western side of Tonnele Avenue and fronting on Tonnele Avenue, Bleecker Street and Carroll Avenue (the "Study Area"), to determine whether the Study Area meets the criteria set forth in the Act, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment with the power of condemnation.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

11.9.17  
Date

  
Signature of Department Director

\_\_\_\_\_  
Date

Summary Sheet:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO INVESTIGATE WHETHER THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THROUGH 10, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, (FRONTING ON TONNELE AVENUE, BLEECKER STREET AND CARROLL AVENUE) SHOULD BE DESIGNATED AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.***

This Resolution will authorize the Planning board to conduct an investigation with respect to the property known as Block 1101, Lots 1 through 10 and Block 1901, Lots 1 through 19 on the tax map of the City of Jersey City, State of New Jersey, located along the western side of Tonnele Avenue and fronting on Tonnele Avenue, Bleecker Street and Carroll Avenue (the "Study Area"), to determine whether the Study Area meets the criteria set forth in the Act, specifically N.J.S.A. 40A:12A-5, and should be designated as an area in need of redevelopment with the power of condemnation.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-913

Agenda No. 10-Y

Approved: NOV 29 2017

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE CENTRAL AVENUE BLOCK 2901 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT AND MORE SPECIFICALLY AS A NON-CONDEMNATION REDEVELOPMENT AREA

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment," as defined by NJSA 40A:12A-3; and

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., the redevelopment area determination resulting from this authorizing resolution shall not authorize the City of Jersey City the use of eminent domain, referred to as a Non-Condemnation Redevelopment Area; and

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

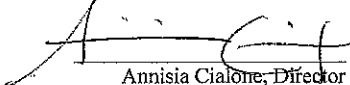
**WHEREAS**, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

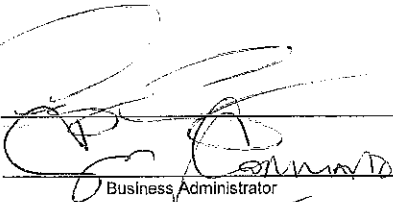
**WHEREAS**, the study area consists of Block 2901, Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27.01, 27.02, 28, 29, 30, 31 and 32 on the Jersey City tax map; and

**WHEREAS**, the study area contains properties that appear to exhibit the characteristics qualifying as an area in need of redevelopment and more specifically as a Non-Condemnation Redevelopment Area; and

**WHEREAS**, the study area is consistent with the attached map labeled "Central Avenue Block 2901 Study Area Boundary Map" dated November 17, 2017; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment," and more specifically as a "Non-Condemnation Redevelopment Area," and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

  
Annisia Cialone, Director  
Division of City Planning

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Joanne Monahan  
Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 7-0-1


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSTAINED			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance/Resolution**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE CENTRAL AVENUE BLOCK 2901 STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT AND MORE SPECIFICALLY AS A NON-CONDEMNATION REDEVELOPMENT AREA**

**Initiator**

Department/Division	HEDC	City Planning
Name/Title	Annisia Cialone	Director of City Planning
	Matt Ward, AICP	Senior Planner
Phone/email	201-547-5010	acialone@jcnj.org/ mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

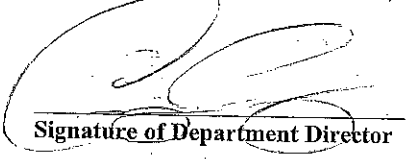
**Purpose**

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 2901, Lots 9-32 for determination as an area in need of redevelopment and more specifically as a non-condemnation redevelopment area.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

11-17-17  
Date

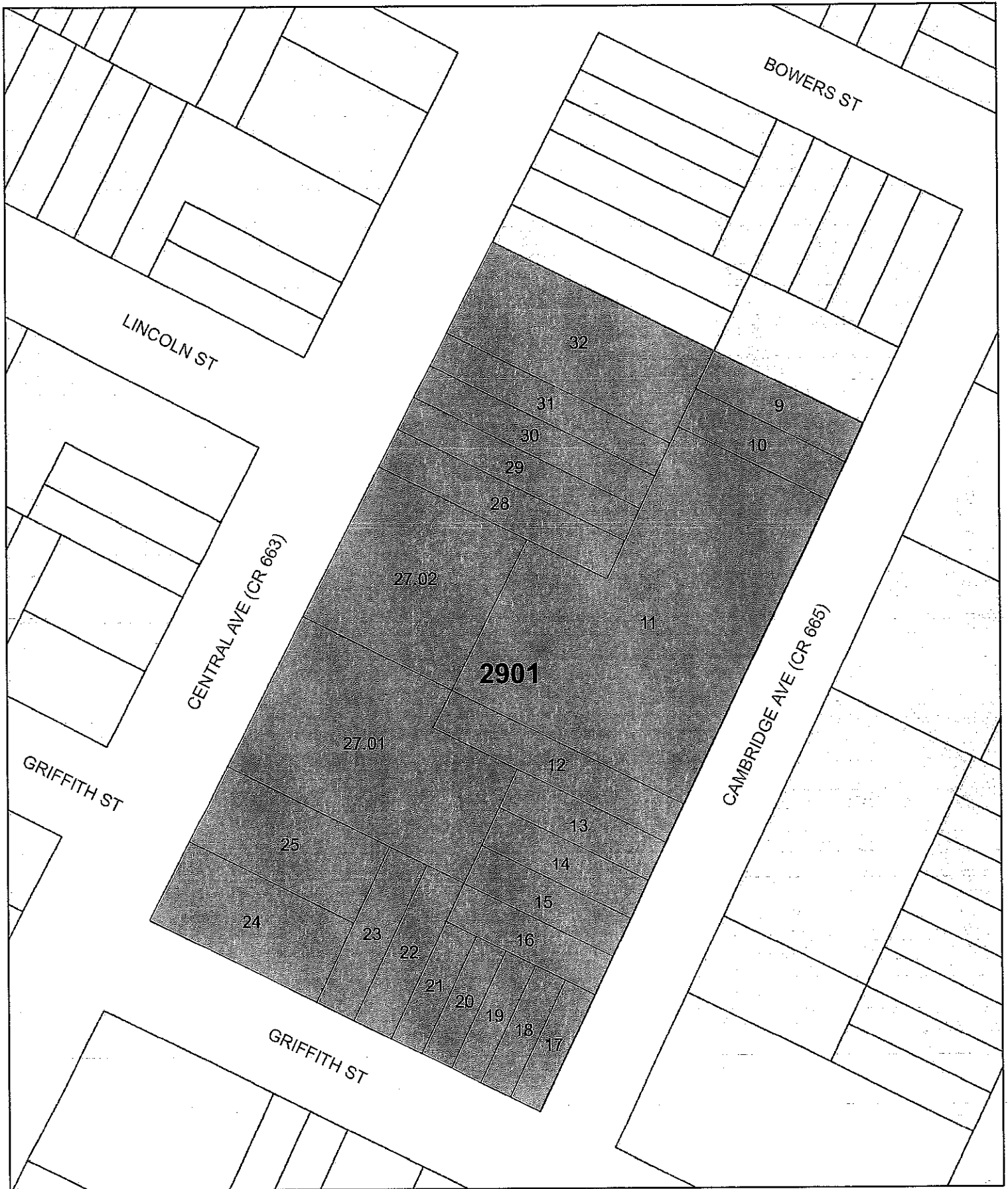
  
Signature of Department Director

\_\_\_\_\_  
Date

## Summary Sheet

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY  
INVESTIGATION OF CONDITIONS OF THE CENTRAL AVENUE BLOCK 2901 STUDY  
AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT AND MORE  
SPECIFICALLY AS A NON-CONDEMNATION REDEVELOPMENT AREA**

This resolution authorizes the planning board to do a preliminary investigation to study the condition of Block 2901, Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27.01, 27.02, 28, 29, 30, 31 and 32 for determination as an area in need of redevelopment and more specifically as a non-condemnation redevelopment area.



# CENTRAL AVENUE BLOCK 2901 STUDY AREA BOUNDARY MAP

NOVEMBER 17, 2017

## Legend

 Study Area Boundary



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302 3821  
Phone: 201.547.5011  
Fax: 201.547.4323



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-914  
Agenda No. 10.Z  
Approved: NOV 29 2017  
TITLE:



## RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC., FOR ENVIRONMENTAL ENGINEERING SERVICES RELATED TO GEOTECHNICAL INVESTIGATION FOR GREEN INFRASTRUCTURE

**COUNCIL**  
the following resolution:

Offered and moved adoption of

**WHEREAS**, the City of Jersey City ("City") has an interest in developing and implementing green stormwater infrastructure; and

**WHEREAS**, it has been determined that the City will require geotechnical investigation of possible sites for green infrastructure ("Project"); and

**WHEREAS**, Langan Engineering and Environmental Services, Inc. located at 300 Kimball Drive, 4<sup>th</sup> Floor, Parsippany NJ ("Langan"), is an environmental engineering firm qualified to perform these services; and

**WHEREAS**, Langan has agreed to perform these services for a total amount not to exceed **\$51,026.00** in accordance with its proposal attached hereto as **Exhibit A** and the professional services agreement attached hereto as **Exhibit B**; and

**WHEREAS**, in October, 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Langan submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Langan has submitted a Business Entity Disclosure Certification and its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, Langan has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Langan has submitted a Business Registration Certificate and the required EEO/AA compliance forms;

**WHEREAS**, the term of the agreement shall be six (6) months from the date of execution of the attached agreement, or completion of the project, whichever is sooner; and

**WHEREAS**, funding for the amount **\$51,026.00** is available for this expenditure from:

Account No. 02-213-40-780-314 P.O. # 126971

**WHEREAS**, the resolution authorizing the award and agreement itself must be available for public inspection;

TITLE: **NOV 29 2017**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Langan Engineering and Environmental Services, Inc. of 300 Kimball Drive, 4<sup>th</sup> Floor, Parsippany NJ 07054; and
2. The contract award is made in accordance with the "fair and open process" of the Pay-to-Play Law; and
3. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of this resolution.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A-1 et seq. PO#126971

BD  
10/18/17

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Resolution**

<b>RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC., FOR ENVIRONMENTAL ENGINEERING SERVICES RELATED TO GEOTECHNICAL INVESTIGATION FOR GREEN INFRASTRUCTURE</b>
--

**Initiator**

Department/Division	Office of the Mayor	Office of Innovation
Name/Title	Arjun Janakiram	Innovation Strategist
Phone/email	AJanakiram@jcnj.org	201-577-1190

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Awards a professional services contract with Langan Engineering and Environmental Services, Inc. to conduct geotechnical investigation of sites identified as candidates for green infrastructure by the City in its Green Infrastructure Urban Design Plan in order to prioritize green infrastructure installations. Geotechnical investigation will allow the City to select the most advantageous sites for green infrastructure installations.
---

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

4 October 2017

Via Email: [ajanakiram@icnj.org](mailto:ajanakiram@icnj.org)

Mr. Arjun Janakiram  
Jersey City Mayor's Office  
280 Grove Street  
Jersey City, New Jersey

**Re: Proposal for Preliminary Soil Investigation Services  
Urban Environmental Green Infrastructure ("The Project")  
Multiple Locations  
Jersey City, New Jersey**

Dear Mr. Janakiram,

We are pleased to provide you with our proposal to perform preliminary soil investigation services for the proposed Urban Environmental Green Infrastructure (UEGI) project in Jersey City, New Jersey. The following sections include a brief description of our project understanding followed by our scope of services and estimated fees.

## **PROJECT BACKGROUND**

We understand that Jersey City is currently working on improving stormwater management in Jersey City and to that end, the City plans to implement some demonstration green infrastructure projects. As such, the City is seeking a preliminary soil investigation of the sites identified in the draft UEGI Design Plan dated 16 February 2017. The intent of this investigation is to determine which sites identified in the plan are feasible to implement the program.

We understand that the soil investigation is intended to determine the following:

- depth of the water table,
- soil infiltration rates,
- the presence of pollutants, and
- possible flooding impacts on adjacent basements.

Based on the collected data, we will provide recommendations as to whether soil conditions are conducive to green infrastructure designs identified in the UEGI Design Plan.

## **Subject Project Sites**

The UEGI Design Plan proposes a number of demonstration projects, which are divided into three main areas. However, we understand that the City is seeking an investigation of the following sites located in two areas identified in the UEGI Design Plan:

### Uplands

- Site 1 - Bergen Avenue and Vroom Street (pg. 27)
- Site 2 - John F. Kennedy Commercial Corridor (pg. 29)
- Site 3 - Sip Avenue at Garrison Avenue (pg. 31)
- Site 4 - Brett Triangle (pg. 33)

### Terraces

- Site 5 - Bartholdi Avenue at Sullivan Drive (pg. 36)
- Site 6 - Mina Drive at Sayles Street (pg. 39)
- Site 7 - McGovern Park at Sycamore Road (pg. 41)

The City and the UEGI Design Plan did not specify number of borings and drilling locations and do not have a defined procedure for conducting geotechnical investigations. As such, we have provided the following scope of work, which outlines the appropriate boring locations and the testing procedure to achieve the investigation intent.

## **SCOPE OF SERVICES**

Our scope of services is developed per the UEGI Design Plan (dated 16 February 2017) and discussions with your office. The scope of services will include drilling Geoprobe borings at the subject sites, collecting soils samples for analytical laboratory testing and visual determination of the apparent adjacent building basements. Our proposed scope of services is summarized below:

### **1. Subsurface Investigation**

#### Geoprobe™ Borings

We will retain a specialty subcontractor, who will perform Geoprobe soil borings (Geoprobe™ borings) within each of the subject sites. This method of drilling was selected since it is very efficient for drilling many shallow borings, and does not require as large a work area, as would be the case for a typical truck-mounted drill rig. We propose to perform 3 days of Geoprobe drilling, which includes 4 Geoprobos at each site.

Soil borings will be advanced by Geoprobe™ direct-push methods up to 5 feet (ft) below existing surface grades. Geoprobe™ samples will be collected continuously with a 5-foot-long macrocore sampler. Borings will extend to the specified depths or to probe refusal (dense soils or rock), whichever is encountered first. Borings will be performed at the accessible sidewalks, which can accommodate a Geoprobe drill rig and at the locations free of underground utilities.

### Volatile Organic Compound (VOC) Screening

A Photoionization Detector (PID) will be utilized to screen the samples for VOCs.

### Private Utility Survey/Markout:

We will retain the investigation subcontractor, who will call for utility mark-outs through the official One-Call system prior to the start of field work. We will, therefore, rely on the marks made by the One-Call system to identify the locations of utilities prior to the start of field operation; unless a special utility mark-out is authorized by the Owner. If requested, we can retain a specialty utility surveying service that will mark the locations of the underground utilities at the proposed boring locations. We highly recommend that this survey be completed prior to drilling. We assume that the City will provide us all available drawings/survey showing the locations of underground utilities within the site to accelerate the work.

### Permits and Police MPT Protection

Drilling on the busy sidewalks will require permit from the City of Jersey City and police protection during closure of the sidewalks. The drill rig may also need to be moved from the sidewalk at the end of each day. We assume that the rig, if it needs to be moved, can be parked in a City-owned parking lot. These requirements will slow down the drilling operations and will increase the cost.

### Assumptions

- The City will arrange uninterrupted access to investigation/test locations. A minimum 10 ft by 20 ft clear area is required for each test location. All work will be performed on a continuous basis such that the crew will have full and continuous access to all locations. Work can be completed during normal work hours.
- We assume that Geoprobe boring locations are accessible to a Geoprobe rig and are acceptable to Jersey City.
- The City will cooperate to locate on-site utilities, unless a special underground utility survey is authorized by the City.
- Surfaces of the drilled holes in asphalt or concrete will be restored with cement grout or cold-patch blacktop. We do not propose to restore vegetation or planting.
- We assume standard level D protection procedure with no special environmental drilling procedures (no drumming, no double casing, no steam wash etc). Environmental sampling, testing and evaluation are not part of this proposal.
- The City will provide police protection at no cost during field work.

## **2. Laboratory Testing**

All soil samples will be transported to our office for further examination and verification. Selected samples will be tested to determine their engineering properties and for soil characterization.

### Environmental Sample Collection and Laboratory Testing:

A total of 7 soil samples will be collected from the 7 areas (Sites 1 thru 7). Soil samples will be visually inspected and field screened with a photoionization detector (PID). Visual observations for the presence or absence of product will be noted in the sampling logs. Soil will be classified in accordance with the Unified Soil Classification System.

One soil sample will be collected from each Site and analyzed for soil quality evaluation. Soil sampling will be completed as follows:

- Sites 1 thru 7: One soil sample will be collected from each soil boring location. The soil sample will be selected based on PID readings or visual observation and analyzed for the full Target Compound List (TCL)/TAL list [TCL Volatile Organic Compounds with a library search, TCL Semivolatile Organic Compounds with a library search, polychlorinated biphenyls (PCBs), pesticides, and TAL metals], extractable petroleum hydrocarbons (EPH), and held for contingent analysis of hexavalent chromium.

### Geotechnical Laboratory Testing

All soil samples will be transported to our office for further examination and verification. Selected samples will be tested to determine their engineering properties. At this time, we anticipate that the geotechnical testing will consist of:

- 14 Water content determinations (2 tests at each site);
- 14 No. 200 sieve wash (2 tests at each site); and,
- 14 Grain size analyses (2 tests at each site).

## **3. Engineering Observation of Subsurface Investigation**

We will provide full-time engineering observation of the proposed investigation. Soil samples will be classified by a Langan geotechnical engineer in accordance with the Unified Soil Classification System. All field information will be recorded on field logs.

## **4. Preparation of Investigation Report**

Upon completion of the field investigation and receipt of the analytical results, we will prepare a report documenting the findings of the field observations and soil sampling. The report will include the investigation summary, an investigation location plan, logs, and laboratory test results and the following:

- depth of the water table;
- soil infiltration rates (estimated based on visual soil classification);
- the presence of pollutants;
- possible basement flooding impacts on adjacent basements; and,
- recommendations as to whether soil conditions are conducive to green infrastructure designs identified in the UEGI Design Plan.

We assume that you will provide us with the following during preparation of the report:

- A topographic survey plan of the sites (if available); and,
- Details of the proposed green infrastructure.

### **Exclusions**

The following items are excluded from this proposal at this time:

- Percolation tests;
- Documentation of adjacent building basements;
- Meetings; and,
- Services not specifically described herein.

### **FEE ESTIMATE**

A breakdown of the estimated fee for the services outlined above is provided in the attached Table A. The actual charges will be based on the unit rates provided in the fee estimate table. The estimate given is based on the given number of borings drilled to the specified depths in given days using specified equipment. Changes in the number of borings or in the average depths will affect subcontractor and inspection charges accordingly.

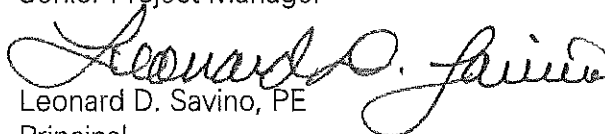
### **CLOSURE**

Please sign authorization block and return a copy to us for our records. If you have any questions, please call us at (973) 560-4900.

Very truly yours,  
**Langan Engineering and Environmental Services, Inc.**



Sony David, PE, LEED AP  
Senior Project Manager



Leonard D. Savino, PE  
Principal

cc: Annisia Cialone, Jersey City  
Bahadir Eskioglu, Langan

## **AUTHORIZATION**

Receipt of this Proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Mr. Arjun Janakiram  
Jersey City Mayor's Office  
280 Grove Street  
Jersey City, New Jersey

**Re: Proposal for Preliminary Soil Investigation Services  
Urban Environmental Green Infrastructure ["The Project"]  
Multiple Locations  
Jersey City, New Jersey**

**Company:** \_\_\_\_\_ ("Client")

**By/Title:** \_\_\_\_\_  
(Authorized representative)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FEE ESTIMATE TABLE**  
**PRELIMINARY SOIL INVESTIGATION SERVICES**  
**Urban Environmental Green Infrastructure ("The Project")**  
**Multiple Sites, Jersey City, New Jersey**

TASK		TOTAL QUANTITY	UNIT PRICE	COST	
				ENG	SUB
1 Subsurface Investigation					
<u>Geoprobe Borings</u>					
	Mob/demob	3 days	\$500 /day		\$1,500
	Geprobe Borings (including mob/demob)	3 days	\$2,500 /day		\$7,500
	PID equipment	3 days	\$200 /day		\$600
<u>Private Utility markout</u>					
	Field marking of the utilities by a specialty firm	2 days	\$2,500 /day		\$5,000
<u>Permits and Escort</u>					
	Sidewalk permit	10 ea	\$500 ea		\$5,000
	Police Escort	3 days	to be provided by the City at no cost		
	Parking overnight	2 nights	in a parking lot owned by the City at no cost		
	Down time for rig parking overnight and sign	3 hrs	\$300 /hr		\$900
2 Laboratory Testing					
<u>Environmental Laboratory Testing</u>					
	Soil (Characterization) - TCL/TAL + EPH (1 sample per site)	7 tests	\$600 /test		\$4,200
<u>Geotechnical Laboratory Testing</u>					
	Water content	ASTM D2216	14 tests	\$8 /test	\$112
	No.200 sieve wash	ASTM D1140	14 tests	\$40 /test	\$560
	Atterberg limits	ASTM D4318	14 tests	\$80 /test	\$1,120
3 Field Observation of Subsurface Investigation					
	Field Observation of Geoprobe Borings	3 days	\$1,200 /day	\$3,600	
	Support and coordination by Sr. Engineer	6 hr	\$290 /hr	\$1,740	
	Site reconnaissance	14 hr	\$290 /hr	\$4,060	
	Site Visit by Sr. Engineer	4 hr	\$290 /hr	\$1,160	
4 Report					
	Preparation of report	1 LS	\$10,000	\$10,000	
ENGINEERING SUBTOTAL:				\$20,560	
SUBCONTRACTOR SUBTOTAL:					\$26,492
subcontractor markup, 15%					\$3,974
TOTAL:				\$51,026	

**Notes:**

- 1 The estimate given is based on the given number of investigation/tests using specified equipment in given days.
- 2 Changes in the scope will affect subcontractor and inspection charges accordingly.
- 3 All work is based on standard 8-hour per day and a standard 40 hour week.
- 4 The owner will make necessary arrangements so that uninterrupted access to investigation locations is provided.
- 5 Stand-by access time will be billed as \$350 per hour subcontractor crew and \$150 per hour for inspecting engineer.
- 6 The owner will cooperate to locate on-site utilities (if any) and to obtain permits.
- 7 Investigation will be performed in the accessible areas.
- 8 Investigation scope of work: See Table above
- 9 Additional work will be billed in accordance with the unit rates given above.
- 10 Excluded services are as follows:  
meetings, cost estimates  
services not specifically identified in the table above

**10/4/2017**  
**TABLE A**

## GENERAL TERMS AND CONDITIONS

### A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by "Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.", or "Langan Engineering and Environmental Services, Inc.", or "Langan International, LLC", or "Treadwell & Rollo, a Langan Company", or "Langan Treadwell Rollo", or "Langan Engineering and Environmental Services, Inc., PC", or "Langan CT, Inc." (collectively "LANGAN"), regardless of commencement date, will be covered by this Agreement (which includes the LANGAN proposal and these General Terms and Conditions). Unless modified in writing by the parties, the duties of LANGAN shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services an amount based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

### B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

### C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of its services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANGAN; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

### D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action. In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section P of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

### E. RIGHT OF ENTRY

The CLIENT shall provide for right of entry in order for LANGAN to perform its services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

### F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

### G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

### H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

## I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

## J. LIMITATION OF LIABILITY

3. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

#### K. WAIVER OF CONSEQUENTIAL DAMAGES

K. **WAIVER OF CONSEQUENTIAL DAMAGES**  
 LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

## L. INSURANCE

**C. INSURANCE**  
 LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request. The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies for as long as construction manager, general contractor and contractor(s) are obligated to maintain coverage.

To the fullest extent permitted by law, Client hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

## M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

### N. OPINION OF COST

**H. OPINION OF COST**  
Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

## **O. PROJECT DELIVERABLES**

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited. If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

## **P. CONFLICTS OF INTEREST**

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

## **Q. TERMINATION**

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

## **R. DISPOSAL OF SAMPLES**

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

## **S. RIGHT TO REFERENCE PROJECT**

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

## **T. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

## **U. DISPUTE RESOLUTION**

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

## **V. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

## **W. ENTIRE AGREEMENT**

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



**ARTICLE I**  
**Purpose of Agreement**

The purpose of this agreement is for Consultant to provide the City with professional services for a geotechnical investigation at certain proposed locations for green infrastructure as outlined in the City's Green Infrastructure Design Plan and/or as otherwise directed by the City.

**ARTICLE II**  
**Scope of Services**

1. Consultant shall perform for the City all required professional services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed within a period of six (6) months after execution of this Agreement, or completion of the project, whichever is sooner.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant may require the prior authorization of the governing body of the City.

**ARTICLE III**  
**Contractual Relationship**

4. In performing the services under this Agreement, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**ARTICLE IV**  
**Compensation and Payment**

6. Compensation for the performance of design and professional services described in this Agreement will be in accordance with Consultant's Proposal, i.e., a fixed fee contract in the amount of Fifty One Thousand Twenty Six Dollars and Zero Cents (\$51,026.00). Hourly rates shall include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance of the Agreement. The Consultant may submit invoices not more frequently than monthly, based on the work performed under this Agreement.

- Time and Material Contracts: Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. Payment invoices may be on an hourly basis (time and material), monthly installment basis (fixed fee), or other form acceptable to the City. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate as a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the Consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council. No interest charges shall accrue for payments invoiced by Consultant due to the City following the aforementioned payment procedures.

**Acceptable Fees/Charges**

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

**Out-of-pocket costs must be itemized and passed through with no markup**

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized

with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or disbursements without descriptions.

#### **Prohibited disbursements**

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### **Copying/scanning**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### **Couriers and Overnight Mail**

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

**Travel Expenses**

Travel expenses must be first approved by the City.

**Maintenance of Expense Records**

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

**Vendor discounts must be passed through**

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

**Invoice Format**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)

- Time entry to the nearest tenth (.10) of an hour (if applicable)
- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

## ARTICLE V

### Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Contract. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- 2.) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.

## **ARTICLE VI**

### **Personnel of the Consultant**

11. Unless Consultant has otherwise received prior written authorization from the City, Consultant shall be responsible for all professionals and experts as may be required for the proper performance of the Agreement. The Consultant shall pay to any professionals and experts employed on the project monies commensurate with the professional services rendered by them. It is understood that all such personnel shall be engaged by the Consultant and not the City, and the Consultant alone is responsible for their work.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

## **ARTICLE VII**

### **Progress Report**

13. Attached to the monthly invoices, Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

**ARTICLE VIII**  
**Suspension or Termination**

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

**ARTICLE IX**  
**Arbitration**

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Architectural, Traffic and Transportation of the City or any claim or dispute covered by this Article.

## **ARTICLE X**

### **Nondiscrimination**

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## **ARTICLE XI**

### **Compliance With Equal Employment Opportunity/Affirmative Action Plan**

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

21. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## **ARTICLE XII**

### **Compliance With Americans With Disabilities Act of 1990**

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The Consultant is obligated to comply with the Act and to hold the owner harmless.

## **ARTICLE XIII**

### **Indemnity**

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. Said agreement shall indemnify and defend the City and their respective employees and shall continue in full force for the applicable statute of limitations.

**ARTICLE XIV**  
**Entire Agreement**

24. This agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

**ARTICLE XV**  
**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION REQUIREMENTS**  
**Non Construction Contracts**

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### **ARTICLE XVI**

##### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### **ARTICLE XVII**

##### **City of Jersey City Lobbyist Disclosure Ordinance**

28. This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June

12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

## **ARTICLE XVIII**

### **Proprietary Information**

29. Consultant's proposal, this Agreement and all final deliverables may be made available to the public in accordance with law. Consultant may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Consultant has a good faith legal and or factual basis for such assertion. The City reserves the right to make the determination as to what is proprietary or confidential, and will advise the Consultant accordingly. In the event of any challenge to the Consultant's assertion of confidentiality with which the City does not concur, the Consultant shall be solely responsible for defending its designation.

## **ARTICLE XIX**

### **Works Made For Hire**

30. All designs and design concepts, and all plans, specifications, drawings, and other documents and materials of every kind whatsoever, and in whatever medium expressed, prepared and to be prepared by Consultant in connection with any aspect of this Project, and all rights (including copyright, trademarks, rights of use, and other proprietary rights) therein, shall be deemed "works made for hire" assigned to the City of Jersey City and shall be and remain the sole property of the City of Jersey City, whether or not this Agreement between City of Jersey City and Consultant continues, or is terminated, for any reason or no reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
on the date set forth above.

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LANGAN ENVIRONMENTAL AND  
ENGINEERING SERVICES, INC.**

**ATTEST:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.
<b>Trade Name:</b>	
<b>Address:</b>	RIVER DRIVE CENTER 1 ELMWOOD PARK, NJ 07407-1366
<b>Certificate Number:</b>	0080565
<b>Effective Date:</b>	March 30, 1993
<b>Date of Issuance:</b>	March 28, 2014

**For Office Use Only:**

20140328164833967

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON  
SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

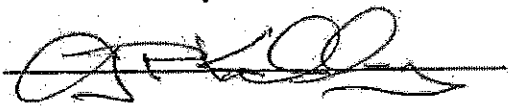
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Langan Engineering & Environmental Services, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding August 11, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Langan Engineering & Environmental Services, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Langan Engineering & Environmental Services, Inc.

Signed



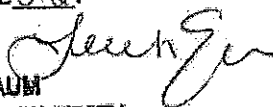
Title: Managing Principal

Print Name George P. Kelley

Date: 8/11/16


Subscribed and sworn before me  
this 11 day of August, 2016.

My Commission expires:



Seal)

**LEAH ELBAUM**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/20/2018

  
(Affiant)  
George P. Kelley/Managing Principal  
(Print name & title of affiant)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 3, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

Langan Engineering &amp; Environmental Service, Inc.

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

City of Jersey City

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Langan Engineering, Environmental, Surveying and Landscape Architecture, DPC (Langan DPC)*	300 Kimball Drive, 4th Floor, Parsippany, NJ 07054

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Langan Engineering & Environmental Services, Inc.

Signed: [Signature] Title: CFO, Senior Principal

Print Name: William P. Kraekel

Date: 8/8/16

Subscribed and sworn before me this 8 day of

August, 2016

**LEAH ELBAUM**

**NOTARY PUBLIC OF NEW JERSEY**

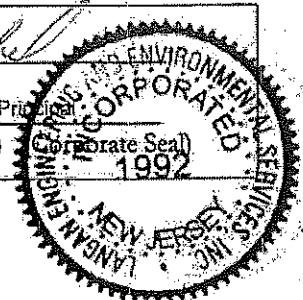
My Commission Expires 8/26/2019

My Commission expires:

[Signature] (Affiant)

William P. Kraekel, CFO/Senior Principal

(Print name & title of affiant)



\*No shareholder owns more than 10% of the parent company, Langan DPC

**APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability**

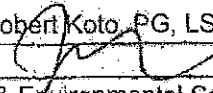
Langan Engineering & Environmental Services, Inc.

The contractor and the Principal of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Koto, PG, LSRP/Principal  
 Representative's Signature:   
 Name of Company: Langan Engineering & Environmental Services, Inc.  
 Tel. No.: 973.560.4566 Date: 8/11/16

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Langan Engineering & Environmental Services, Inc.  
 Address : 300 Kimball Drive, 4th Floor, Parsippany, NJ 07054  
 Telephone No. : 973.560.4566  
 Contact Name : Robert Koto, PG, LSRP

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

#### Definitions

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

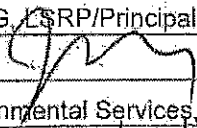
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Koto, PG, CSR/Principal

Representative's Signature: 

Name of Company: Langan Engineering & Environmental Services, Inc.

Tel. No.: 973.560.4566

Date: 8/11/16

**PUBLIC DISCLOSURE INFORMATION STATEMENT**

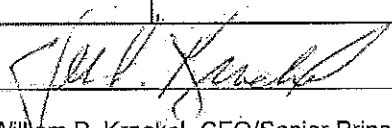
N.J.S.A 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal, or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bill or accompanying the bill of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

**STOCKHOLDERS:**

Name	Address	% owned
Langan Engineering, Environmental, Surveying and Landscape Architecture, DPC (Langan DPC)*	300 Kimball Drive, 4th Floor Parsippany, NJ 07054	100%

SIGNATURE:

  
 William P. Kraekel, CFO/Senior Principal

TITLE:

 SUBSCRIBED AND SWORN TO  
 BEFORE ME THIS DAY

 8<sup>th</sup> day of August OF 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

LEAH ELBAUM

MY COMMISSION EXPIRES

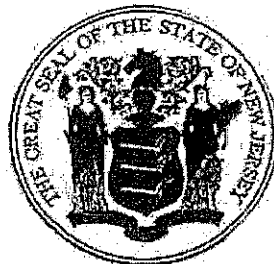
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires 8/28/2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

\*No shareholder owns more than 10% of the parent company, Langan DPC

Certificate Number  
625912

Registration Date: 05/21/2016  
Expiration Date: 05/20/2017



State of New Jersey  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Langan Engineering and Environmental Services, Inc.

2016

Responsible Representative(s):

Andrew J Ciancia, Vice-President

Responsible Representative(s):

Elizabeth Pitt, Controller

A handwritten signature in cursive script, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.

**State of New Jersey**  
**Division of Consumer Affairs**  
**State Board of Professional Engineers and Land Surveyors**

**THIS CERTIFIES THAT**

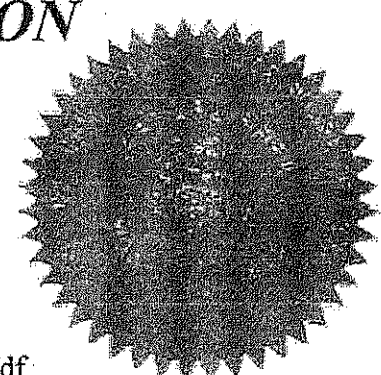
**LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.**  
**300 Kimball Drive, 4th Floor**  
**ATTN: DAVID FENG**  
**Parsippany NJ 07054**

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

***CERTIFICATE OF AUTHORIZATION***

to offer the following services

Engineering & Land Surveying      07/26/2002



Person in Responsible Charge

DAVID T GOCKEL

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certtrpt.pdf>

Date: December 3, 2015  
Certificate No. 24GA27996400  
Expiration Date: 08/31/2016

**Executive Director**

Certification 12699

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2014 to 15-OCT-2017

LANGAN ENGINEERING&ENVIRONMENTAL SERVICES INC  
300 KIMBALL DRIVE  
PARSIPPANY NJ 07054



A handwritten signature in black ink, appearing to read "Ford M. Scudder".

FORD M. SCUDDER  
Acting State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-915  
Agenda No. 10.Z.1  
Approved: NOV 29 2017  
TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**COUNCIL** offered and moved adoption of the following resolution;

**WHEREAS**, the Workforce Innovation and Opportunity Act ("Act"), 29 U.S.C. 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, in order to be eligible to receive grants under the Act, the Governor of New Jersey must designate a municipality as a local Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, the City of Jersey City (City) was designated as a WIOA and is eligible to receive grant funds; and

**WHEREAS**, in order to receive grant funds, the City must prepare a job training plan which must be approved by the State Department of Labor and must identify the administrator of the grant funds; and

**WHEREAS**, the Jersey City Employment and Training Program, Inc. (JCETP) was first designated as a one stop operator prior to the enactment of 29 U.S.C. Sec. 2841 in August 1998; and

**WHEREAS**, the JCETP a nonprofit 501(c)3 corporation, has been designated as One-Stop Operator for the City WIOA pursuant to 29 U.S.C. Sec. 2841 (d) and (e) of the Act; and

**WHEREAS**, it has been determined to be in the City's best interests to enter into a agreement with JCETP to administer the City's job training plan; and

**WHEREAS**, the agreement is authorized pursuant to 29 U.S.C. Sec. 2841 (d) and (e) which allows the local Workforce Investment Board, in agreement with the Mayor, to designate an entity to administer the grant funds; and

**WHEREAS**, each program year, the WIOA provides classroom training programs, and/or services for the Youth, Adult, Displaced Workers and TANF participants of Jersey City; and

**WHEREAS**, the term of the City's agreement with JCETP will be effective as July 1, 2017 and terminate on June 30, 2018; and

**WHEREAS**, the total contract amount is **\$2,965,248**, of which funds in the amount of \$310,342 are allocated for administrative expenses and \$2,654,906 for program costs; and

City Clerk File No. Res. 17-915Agenda No. 10.2.1TITLE: NOV 29 2017

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRA, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

**WHEREAS**, the federal funding for this contract is presently available by WIOA grant funds in the following accounts:

Description	Account No.	Amount
a) Adults	2-213-40-758-221	\$ 654,791
b) Youth	2-213-40-758-222	\$ 737,838
c) Displaced Workers	2-213-40-758-223	\$ 509,238
d) TANF	2-213-40-758-224	\$ 656,168
e) Learning Link	2-213-40-758-229	\$ 149,000
f) SNAP	2-213-40-758-233	\$ 142,481
g) GA/Snap	2-213-40-758-234	\$ 115,732

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute the agreement in the amount of **\$2,965,248**, in substantially the form of the attached, authorizing the Jersey City Employment and Training Program, Inc. to administer the City's Workforce Innovation and Opportunity Area job training plan for a one (1) year period effective as of July 1, 2017 and terminating on June 30, 2018.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds in the amount of **\$2,965,248** available for the payment of this resolution in JTPA Grant Account# **02-213-40-758**. PO#: 127110

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.29.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM, INC. (JCETP) DESIGNATING THE JCETP AS THE ADMINISTRATIVE ENTITY FOR THE JERSEY CITY WORKFORCE INNOVATION AND OPPORTUNITY AREA PURSUANT TO THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

**Project Manager**

Department/Division	Business Administration	Budget Office
Name/Title	Donna Maner	CFO
Phone/email	(201)547-5042	donnam@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

To authorize the JCETP to administer the City's Workforce Innovation and Opportunity Area (WIOA) job training plan.

**Cost (Identify all sources and amounts)**

Workforce Investment Act Grant (JTPA)  
\$2,965,248.00

**Contract term (include all proposed renewals)**

One (1) year period effective as of July 1, 2017 and terminating on June 30, 2018

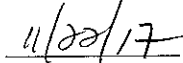
Type of award

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

**JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM (JCETP)  
AND  
THE CITY OF JERSEY CITY**

**AGREEMENT**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Jersey City, a municipal corporation of the State of New Jersey with its principal offices located at 280 Grove Street, Jersey City, NJ 07302, (The "City") and the Jersey City Employment and Training Program, Inc. ("JCETP"), with its principal offices located at 398 Martin Luther King Drive, Jersey City, NJ 07305.

**WITNESSETH**

**WHEREAS**, the Workforce Innovation and Opportunity Act ("ACT"), 29 USC 2801, et seq., authorizes the expenditure of federal funds for employment training services in a state determined Workforce Innovation and Opportunity Area ("WIOA"); and

**WHEREAS**, the City has qualified for "temporary and subsequent designation" as a WIOA under the Act, and the Governor of New Jersey has designated Jersey City as a WIOA; and

**WHEREAS**, Section 2841(d) of the Act authorizes the local Workforce Investment Board (WIB) for a WIOA, with the agreement of the chief elected official of the WIOA, to designate a One Stop Operator for the WIOA and the programs initiated under the Act, and

**WHEREAS**, the JCETP with its specialized and qualitative expertise in operating such programs, has been designated as the One-Stop Operator for the Jersey City WIOA by agreement of the WIB servicing the Jersey City WIOA and the Mayor of the City.

**NOW, THEREFORE, THE CITY AND THE JCETP AGREE AS FOLLOWS:**

**I. APPLICABILITY OF FEDERAL REGULATIONS AND STANDARDS**

The City and the JCETP assure and certify that they shall comply and (where applicable) will require their subcontractors, subgrantees, and subrecipients to comply with the Act and the rules and

regulations promulgated to carry out the Act, as well as other applicable federal, state and local laws, rules and regulations.

## **II. AUTHORITIES AND RESPONSIBILITIES OF THE JERSEY CITY EMPLOYMENT & TRAINING PROGRAM**

Pursuant to the regulations set forth in the Act, the JCETP shall have overall responsibility to provide the policy guidance and exercise oversight (reviewing, monitoring, and evaluation) with respect to activities under the Act.

The JCETP and the City agree that the success of employment and training programs in Jersey City will be dependent upon the extent to which such programs reflect the intent and spirit of the Act, which encourages private sector participation and cooperation. Accordingly, it is intended, by means of this Agreement, that the JCETP, be vested with the substantial authority, as defined in the Act, for the administration and delivery of employment and training services as needed by Jersey City residents.

### **A. Designation as Administrative Entity.**

The JCETP shall be designated herein as the One-Stop Entity for the Jersey City WIOA and programs initiated pursuant to the Act, or any other successor statutes, for the term of the Agreement.

As the One-Stop entity, the JCETP Board of Directors is hereby granted authority to establish a JCETP Executive Board appointed by the Mayor, comprised of nine (9) members to act as JCETP's governing Board of Directors.

The JCETP Executive Board shall appoint an Executive Director who will serve as the One Stop Operator for the direct operation of the JCETP while having the full JCETP body conduct only its overall legislated functions of the policy, guidance, oversight and planning for the Jersey City Employment and Training Program and the WIOA.

The JCETP Director and staff will provide the day-to-day JCETP functions related to policy, guidance, oversight and planning and the JCETP Director will be accountable to the JCETP board

and its Chairperson.

As per the JCETP organizational chart prepared and submitted as a required part of both Jersey City and Hudson County WIOA Plans, the JCETP and Hudson County WIOA Directors, having New Jersey Dept. of Labor and Workforce Development defined staff positions, will interact in fostering labor market WIA Program coordination and cooperation.

Additionally, the JCETP Director will attend all Executive Board meetings, as the full JCETP's representative for purposes of communicating actions to the full JCETP Board and vice-versa, and to offer technical assistance and support. The Mayor of Jersey City, as the chief elected official will be furnished with the official written minutes of all Executive Board meetings.

### **THE JCETP EXECUTIVE BOARD**

The JCETP Executive Board and its Director, as the One-Stop Operator for the Jersey City WIOA, will assume the following specific functions, which will be borne solely by the Jersey City WIOA.

1. Have input into the development of the local Workforce Investment Plan (hereinafter, "Plan"), which shall be prepared by the Workforce Investment Board (WIB), approved by the full WIB and the Mayor prior to submission of said plan to the Governor for approval;
2. In consultation with the JCETP Executive Board, through its management team, will implement and amend personnel policies and procedures. For those instances, which the JCETP has no applicable personnel policies or procedures, the City's procedures may be adopted. Applicable Affirmative Action and Equal Employment Opportunity provisions will be enforced;
3. Negotiate and enter into separate agreements and contracts with public and private corporations to provide core services, intensive services and on the job training services. Operate its own training programs, and provide other services consistent with and deemed by the JCETP to be necessary for the implementation of the approved Plan for the Jersey City WIOA, with such approval by the City as required by federal, state and/ or local laws.
4. Expend funds allocated under the Act for the purposes of implementing and carrying out the approved Plan, as well as such other funds as may from time to time, be made available to the JCETP, with such approval by the City as may be required by federal, state or local laws.
5. Oversee implementation of reentry programming that helps formerly incarcerated individuals overcome numerous barriers to employment and successfully reintegrate into their communities.

6. In accordance with its own by-laws, rules and procedures, JCETP authorizes its members and/or staff to travel outside Jersey City and outside the State of New Jersey as deemed necessary by the JCETP to achieve the purposes of the Act and approved Plan, subject to such approvals as may be required by federal, state, or local laws or regulations.
7. Establish and maintain a Management Information and Reporting system, acceptable to the City on operations and expenditures, subject to such approval as may be required by federal, state or local laws or regulations.
8. Provide written reports to the City, no less often than once each quarter, on levels of program operation and expenditures, as well as other JCETP activities being conducted in the furtherance of the approved Plan for the WIOA.
9. Procure audits of the funds and program activities as required by the Act, and work to resolve questions or irregularities identified through such audits; and;
10. Manage a system to hear and resolve grievances, which may be brought by program participants, contract service providers, vendors, and other interested parties, as required by the Act.

#### **B. Development of Workforce Investment Plan for WIOA**

The WIB with input from the JCETP Board shall be responsible for the development of the local Workforce Investment Plan for the Jersey City WIOA, as required by Section 118 of the Act.

1. The JCETP, in consultation and coordination with the Department of Administration shall identify the employment needs of the City's unemployed residents, the labor force needs of labor market area employers, and appropriate linkage between funds made available under the Act and education, social service and economic development activities in the area, and shall conduct such other analyses as are required by the Act or which the JCETP determines to be appropriate and necessary to discharge its responsibilities;
2. The JCETP shall solicit the input and participation of the local business community regarding the provision of the program services to eligible residents by evaluating labor market needs;
3. The JCETP, upon obtaining approval of the JCETP Chairperson and Mayor of the City shall be responsible for the preparation, modification and submission of the Workforce Investment Plan. The WIB shall submit the executed Workforce Investment Plan to the Governor of the State of New Jersey for approval.

### **POWERS AND RESPONSIBILITIES OF THE CITY**

#### **A. Designation as the Grant Recipient**

Jersey City shall be designated herein as grant recipient for Act funds, for the term of this Agreement. As grant recipient, the City shall furnish, or cause to be fulfilled, the following

responsibilities:

1. The City, and the Department of Administration, shall maintain oversight control of the current accounting, auditing and management information and reporting systems as required to comply with the Act and other applicable federal and state laws, rules and regulations.
2. The City Treasurer shall confirm all Act funding resources received from the federal government through the State of New Jersey.
3. Such resources shall be transferred to the JCETP's sub accounts with supporting documentation submitted to the City Treasurer and City Controller.
4. The City shall receive bank reconciliation's from the JCETP Executive Board providing control and a proper audit trail as required under the Act.
5. The City shall maintain and exercise a semi-annual internal audit review process of the program to verify all revenues and expenditures comply with the rules, regulations, and guidelines of the Act and other federal, state and local laws.
6. The City shall be entitled to reimbursement of all direct costs as appropriate, such as use of postage system, computer center services, automotive and repair services and employee benefits.

**B. Approval of WIOA Plan for Jersey City Workforce Investment Area:**

The Mayor, as the Act's Workforce Investment Plan co-signatory, shall review and approve the WIOA Plan for the Jersey City WIOA prepared by JCETP and approved by Workforce Investment Board, including any amendments thereto which might be required from time to time. Disagreements on the substance, content or any other aspect of the Plan between the City and the JCETP shall be resolved in accordance with the procedure prescribed in a separate section of this Agreement.

**III. COMPENSATION**

In exchange for providing a job training program during the term of this Agreement, the City shall pay JCETP a total contract amount not to exceed \$2,965,248.

**IV. INCORPORATION OF THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM**

The JCETP is an incorporated entity and shall remain so in conformance with the laws of the

State of New Jersey for the complete term of the Agreement. JCETP's Tax-exempt status as a non-profit corporation under U.S. Internal Revenue Code Sections 501(c) (3) is required and shall remain in force as a condition of this Agreement.

## **V. INDEMNIFICATION AND INSURANCE**

The JCETP may provide for the indemnification of directors, officers and employers, as provided under Title 15 of the New Jersey Statutes (Corporations and Associations Not for Profit).

The JCETP shall purchase and maintain in full force and effect during the term of this Agreement, personal liability insurance for its trustees, officers, directors and members, as authorized under the WIOA, or any successor regulations(s).

The JCETP shall purchase and maintain in full force and effect, and shall cause its sub recipients and subcontractors to purchase and maintain in full force and effect, liability insurance to insure against the risks of bodily injury, illness, property damage or any other damages or losses, or with respect to any claims arising out of any activity under a JCETP grant or agreement, whether concerning persons or property in the JCETP organization, in the grant recipient's organization, or in the organization of any sub recipient, subcontractor or other third party.

The JCETP shall purchase and maintain in full force and effect, or cause the sub recipients and subcontractors to purchase and maintain in full force and effect, workmen's compensation insurance for participants as authorized or required by federal, state and/or local law(s), and regulations or guidelines issued hereunder.

The City agrees to defend, indemnify and hold the JCETP and its employees harmless from any and all losses, claims, judgments, expenses, actions, costs, damages, and obligations, including attorneys fees, arising from this Agreement which are not covered by the insurance policies required to be purchased and maintained in full force and effect by the JCETP and/or its sub recipients and subcontractors as provided herein.

Notwithstanding the foregoing provisions, nothing herein shall protect or purport to protect

any trustee, officer, director, or employee of the JCETP against any liability to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, breach of a fiduciary or legal duty to the JCETP or reckless disregard of the duties involved in the conduct of his office.

## **VI. RESOLUTION OF DISAGREEMENTS**

It is the joint authority and responsibility of both parties to this Agreement to secure effective service delivery, which provides the most beneficial mix of core, intensive and training services to the eligible residents and private employers of the Jersey City labor market area. In the event that the JCETP and the City cannot reach a mutually satisfactory agreement on approval with the Workforce Investment Plan, as required by the Act, representatives of the JCETP and the City shall meet to attempt to resolve such disagreements. When one or more parties to this agreement concludes that agreement between the JCETP and the City cannot be reached, any and all unresolved issues pertaining to the Workforce Investment Plan shall be submitted to the binding arbitration of the City, and one impartial representative of the Governor's office which is acceptable to the JCETP and the Mayor.

## **VII. TERM OF AGREEMENT**

This Agreement, and its force and effect on the activities, responsibilities and relationships defined herein, shall apply to the period retroactive to the 1<sup>st</sup> day of July 2017 and shall remain in effect until the 30<sup>th</sup> day of June 2018.

## **VIII. TERMINATION**

Either the City or the JCETP may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party specifying the date of termination. Cause for termination results from the failure of the defaulting party to remedy any default in the performance of its obligations hereunder within ninety (90) working days after the non-defaulting party has given the defaulting party written notice of the default and the nature thereof. Cause for termination may also result from a termination of the grant funds through no fault of either party.

## **IX. AMENDMENTS**

Either the JCETP or the City may propose amendments to this Agreement at any time. Any

amendment to this Agreement shall require the approval of a majority of each party hereto, and shall be in written form.

## **X. NOTICES**

All notices hereunder shall be in writing and shall be served either by personal delivery or by first class mail, properly addressed and postage prepaid, as follows:

**CITY:** Mayor's Office  
City Hall  
280 Grove Street  
Jersey City, NJ 07302

**JCETP:** JCETP  
360-398 Martin Luther King Drive  
Jersey City, NJ 07305

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in the dates set forth below.

### **FOR THE JCETP:**

\_\_\_\_\_  
Roger Jones, JCETP Executive Board Chairperson

Date: \_\_\_\_\_

### **FOR THE CITY OF JERSEY CITY:**

\_\_\_\_\_  
Steven M. Fulop,  
Mayor of City of Jersey City

Date: \_\_\_\_\_